



CHESHIRE
MASSACHUSETTS



**Franklin Regional
Council of Governments**

**INVITATION FOR BID
Roadway Resurfacing Project – Cheshire, MA
IFB 2023-2068**

THIS BID DOCUMENT IS TO BE CONSIDERED UNOFFICIAL AND INFORMATIONAL ONLY UNLESS THE BIDDER MEETS MASSDOT PREQUALIFICATION REQUIREMENTS. Contractors should contact the MassDOT Prequalification Hotline at 857-368-8660 or email prequal.r109@state.ma.us with questions.
Town of Cheshire - Prequalification Amount: \$1,519,515.00
Class of Work: PAVEMENT SURFACING

Sealed bids, plainly marked "**Roadway Resurfacing – Cheshire, MA**", may be submitted to the Franklin Regional Council of Governments (FRCOG), 12 Olive Street, Ste 2, Greenfield, MA 01301, until **March 23, 2023 at 2PM** at which time they will be publicly opened and read. **SUBMIT ORIGINAL AND ONE COPY.**

This project is being bid per MGL Ch 30 §39M and Federal Procurement Guidelines related to ARPA. A 5% bid bond in the form of a certified check, bank treasurer's or cashier's check, or a bid bond from a MA licensed surety company is required at the time of bid opening. A 100% Labor and Materials Payment Bond and 100% Performance Bond will be required upon execution of the contract. Wage rates for this bid are subject to prevailing wage rates as per MGL Chapter 149, Section 26 - 27f inclusive and Davis Bacon Wage rates, both of which are provided in Attachment B. The higher rate prevails.

Specifications for this bid and bid instructions are available for download from <https://frcog.org/bids>. Downloading from this site will allow for automatic notifications of any addenda or clarifications. Questions about prequalification by MassDOT may be directed to prequal.r109@state.ma.us. **IT IS MANDATORY** that Bidders contact the Town of Cheshire Co-Interim Highway Superintendent, Corey Swistak, at 413-743-3376 / highway@cheshire-ma.gov to view the work and obtain more specific information about the town's needs with respect to this bid.

Qualified bidders who are Minority/Women/Disadvantaged Owned Business Enterprises (M/W/D/BE) are encouraged to apply. Other qualified bidders are encouraged to partner with disadvantaged businesses. The awarded contractor shall endeavor to meet Workforce Participation Goal Requirements under M.G.L. c. 149, § 44A(2)(G) which are currently 6.9% for women and 15.3% for minorities. For more information, see <https://www.mass.gov/administrative-bulletin/equal-opportunity-and-non-discrimination-on-state-and-state-assisted>. A listing of disadvantaged businesses can be found at <https://www.mass.gov/orgs/supplier-diversity-office-sdo>.

The Town of Cheshire is the Awarding Authority and reserves the right to accept or reject any or all bids in total or in part as they may deem in the public's best interest.

On behalf of the Awarding Authority, the Town of Cheshire
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS
By: Andrea Woods, Chief Procurement Officer
MARCH 1, 2023

12 Olive Street, Suite 2, Greenfield, MA 01301 phone 413-774-3167 fax 413-774-3169 www.frcog.org

The Franklin Regional Council of Governments, the Massachusetts Department of Transportation, and the Town of Cheshire, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and 49 C.F.R. Part 21 and 28 C.F.R. section 50.3, the "Regulations", hereby affirmatively ensure that for any contract entered into pursuant to this advertisement, all bidders, including disadvantaged business enterprises, will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, or gender in consideration for an award. For accommodation, please contact the Title VI Coordinator at 413-774-3167 (voice) (MA Relay System: 800-439-2370), 413-774-3169 (fax), or civilrights@frcog.org

ADVERTISEMENT

Public Works Construction Materials and Services (per MGL Ch 30, §39M)

<input type="checkbox"/> BERKSHIRE EAGLE (includes the MA Newspaper Publisher's Assoc website: www.masspublicnotices.org)	March 1, 2023
<input type="checkbox"/> FRCOG Webpage (https://frcog.org/bids)	March 1, 2023
<input type="checkbox"/> Posting at Cheshire Town Office	March 1, 2023
<input type="checkbox"/> Central Register	March 1, 2023
<input type="checkbox"/> CommBUYS	March 1, 2023

CRITICAL DATES

Required Bidder Site Visits with Cheshire HWY Supt.	by March 14, 2023 (To allow time for ADDENDA)
Written Questions Accepted no later than Questions must be directed to ebatchelder@frcog.org	March 14, 2023, 4PM
Addenda Issued by	March 17, 2023
Deadline for Bid Submissions/Public Bid Opening	March 23, 2023 AT 2PM
Contract Executed by	April 14, 2023
Work Completed by	September 30, 2023
Liquidated Damages Apply	\$500/day after September 30, 2023

PROJECT DESCRIPTION SUMMARY

The work is located on multiple roads in Cheshire, MA. BASE Bid locations (Route 116, Stafford Hill Road, Henry Wood Road, Mill Hill Road, Depot Street, and Railroad Street) will be funded through MassWorks, Chapter 90, and ARPA. Add Alternate #1 location is Briggs Drive and Add Alternate #2 location is Notch Road. The Alternates may be funded by Chapter 90 and ARPA. See Bid Form for location-specific details. It is Cheshire's intent to first award the BASE bid; the Add Alternates will be evaluated in their order, and as budget allows, one or both Alternates will be awarded.

- The Town of Cheshire requires all work to be completed by SEPTEMBER 30, 2023
- It is MANDATORY that Bidders contact the Town of Cheshire Co-Interim Highway Superintendent, Corey Swistak, at 413-743-3376, highway@cheshire-ma.gov to view the work and obtain more specific information about the towns' needs with respect to this bid.
- Estimated volumes by location are shown on the bid page. Amounts above or below the estimated amounts shall be billed by the unit price bid. Materials more than estimated volume will only be paid with acceptable backup documentation. An increase in materials amount by 10% or more shall be pre-approved in a signed Change Order, per included form. Contractor shall consult with the Highway Superintendent to review the work areas prior to bidding and request an Addendum if they believe a measurement or quantity is incorrect.
- Any work or protection around structures to be included in Micromilling bid price per square yard. Contractors are to indicate on the Bid Form the price/foot should a structure need rebuild.
- Any permitting required is the responsibility of the Town.
- Period prices per MassDOT apply. Base price is January 2023 for Asphalt and Diesel which is \$665/ton for Asphalt and \$3.830/gallon for Diesel.
- The Town will be responsible for Police Detail / Traffic Control / Signage as needed.
- The Town will retain up to 100 Tons of Millings, and will provide a designated area at the Highway Garage Yard for the Contractor to deposit them. Over 100 Tons, the Millings will become the property of the Contractor.

- The Contractor will communicate with the Highway Superintendent daily for the need of Details for the next day.

Work is to be completed per all current MassDOT specs where applicable to Town roads except where contradicted in the next section: TECHNICAL SPECIFICATIONS. Please see [2023 Edition of the Standard Specifications for Highways and Bridges](#).

TECHNICAL SPECIFICATIONS COLD PLANING / MILLING

I. SUMMARY OF WORK

A. The work under this Contract consists of:

1. Cold planing municipal bituminous roadways, inclusive of the adjacent intersections, and for the immediate removal and disposal of generated material. The scheduling of this work shall be at the discretion of the Highway Superintendent in order to best meet the subsequent paving of these roadways which will be performed under a separate contract.

B. In addition the work under the contract includes:

1. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
2. All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.
3. All items not specifically mentioned or noted in this document, but which are obviously necessary to make a complete working installation.

C. The Proposed Contract Price **PER SQ YD** shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

SPECIAL PROVISIONS

COLD PLANING EXISTING ROADWAYS & THE DISPOSAL OF MATERIAL- Per specifications of Section 120, Subsection 120.25 HOT MIX ASPHALT PAVEMENT MILLING MassDOT Supplemental Specifications February 25, 2010.-TC-11 and as updated.

SECTION A: COLD PLANING/MILLING – STANDARD

SECTION B: MICRO-MILLING

MICROMILLING SHALL BE AS PER SPECIFICATIONS BELOW EXCEPT A MILLING MACHINE WITH FINER TEETH WILL BE USED TO WORK AROUND STRUCTURES AND CREATE A FINER MILLING PRODUCT.

Also known as surface planing or fine milling, micro-milling uses a milling drum with more teeth and a tighter lacing pattern to create a smoother surface than the traditional milling process. This smoother surface can be opened to traffic with no further treatment and also provides a better surface for overlays, particularly thin and porous lifts

Standard milling – Teeth are spaced 5/8” apart

Micro-milling – Teeth are spaced 2/10” apart, or approximately three times as many bits

Process and Equipment

Micro-milling is performed using essentially the same process as traditional milling, but with a micro-mill drum in place of the standard drum. The smoothness of a finished surface relies heavily on factors such as milling machine speed, how teeth are located on the cutting drum, and the speed (RPMs) of the cutting drum. Depending on specifications, operators

may need to proceed at the lower range of traditional milling speeds to meet smoothness requirements, and pay closer attention to milling controls.

(a) The work to be done under this item consists of removing existing Hot Mix Asphalt (HMA) pavement courses along designated roadways, from within adjacent intersections, and from around various roadway structures, by cold planer and by supplemental cold planing methods.

(b) The work requires cold planing to **a minimum depth of one and one-half (1 1/2) inches up to a maximum depth of two (2) inches across the entire existing bituminous roadway surface**, inclusive of the area(s) immediately around and about all existing castings in addition to adjacent roadway intersection areas as designated and/or as otherwise pre-approved by the Engineer. Further, the cold planing operation shall also be used, from time to time as the Highway Super may direct, to re-profile the cross-section of the existing roadway in order to alleviate drainage problems and/or to eradicate other roadway imperfections.

(c) **UNLESS EXPRESSLY NOTIFIED THAT THE MUNICIPALITY WISHES TO RETAIN EXCAVATED/MILLED MATERIALS (I.E. "MILLINGS"), all excavated/milled material shall become the property of the Contractor.** The Contractor shall be responsible for the immediate removal and subsequent legal disposal of the material. In addition, any such work shall be done in an environmentally proper manner, inclusive of controlling both dust and debris.

FOR THIS PROJECT, THE TOWN WILL RETAIN UP TO 100 TONS OF MILLINGS, AND WILL PROVIDE A DESIGNATED AREA AT THE HIGHWAY GARAGE YARD FOR THE CONTRACTOR TO DEPOSIT THEM. OVER 100 TONS, THE MILLINGS WILL BECOME THE PROPERTY OF THE CONTRACTOR.

(d) **Under this item the Contractor is to work closely with the Highway Superintendent to coordinate and schedule the cold planing operation.**

(e) **No cold planing shall be performed on arterial roadways before 8:30 A.M. nor after 4:00 P.M..** Arterial roadways shall be designated by the Highway Super. The Contractor is further advised that the hours of operations are set by law. No machines or equipment are to be activated before **7:00 A.M. & no work is to extend beyond 4:30 P.M..** In addition no weekend or holiday work will be allowed unless special permission is granted.

Equipment

(f) The cold planer, and any other motorized vehicular equipment, shall be equipped with taillights, headlights, and necessary reflectors so that they can be operated in traffic with complete safety.

(g) The cold planing machine shall be designed and built for planing flexible pavement and possess the added ability to plane cement concrete patches when encountered in bituminous pavement. It shall be self-propelled and have the means for planing, without tearing or gouging, the underlying surface, and the cold planing machine shall also have the inherent ability to directly convey the cold planed material into trucks as the operation commences. Variable lacing patterns shall be provided to permit a rough grooved surface, or smooth surface as directed by the Engineer. The machine shall be capable of being operated at speeds from 10 to 40 feet per minute, and designed so that the operator can at all times observe the planing operation without leaving his control area.

(h) The cold planing machine shall be adjustable as to crown and depth. The equipment shall be demonstrated to have been operated successfully on similar work completed prior to the award of this contract.

(i) The equipment furnished by the Contractor shall be in good repair and shall be maintained so as to produce a clean cut into the pavement at all times.

- (j) The cold planer must be equipped with an elevating device capable of loading planed material directly into dump trucks while operative and with all necessary safety devices such as flashing lights and back-up signals so as to operate in traffic with complete safety.
- (k) Supplemental equipment of a smaller scale, capable of performing cold planing functions around and about roadway structures, and/or other similar areas which are not commonly accessible to the primary cold planing machinery, shall be utilized by the Contractor to 'detail' the work zone and to ultimately complete the cold planing operation.
- (l) Cold-planers mounted on pneumatic tires will not be employed except for trimming and clean-up operations.
- (m) Dust control equipment on the cold planer must comply with EPA air quality standards. The equipment shall meet the standards set by the Air Quality Act for noise and pollution.

Method of Construction

- (n) The Contractor shall demonstrate to the satisfaction of the Highway Superintendent that the equipment, crew and construction methods he intends to use are capable of completing the work in accordance with these specifications and within the time allotted.
- (o) The Contractor is advised that under certain conditions (i.e bus traffic, emergency vehicle access, arterial roadways, etc.) vehicular traffic flow must be maintained, therefore the Contractor must be prepared to accommodate vehicular travel throughout the project zone for the entire duration of the project while these process' are underway as it shall not be impaired.
- (p) No work is to be undertaken until **the Municipality has established construction signs and/or safety devices around and about the project zone periphery.** To that end the Contractor shall not commence operations until he has verified that semi-permanent signs (i.e. 'Road Under Construction') and/or daily signing (i.e. 'Detour') has been appropriately established. **However, the Contractor shall be responsible for establishing supplemental signage, and/or safety devices, as he deems necessary in order to further provide for the safety of the pedestrian and the motoring public,** as well as for affording him the opportunity of moving his process forward without interruption. Under this clause the Contractor shall work closely with the Municipality Agent in order to coordinate the signing activities in a timely and reasonable manner. Further, due to the nature of this work, the Contractor shall be required, from time to time, to erect, move, relocate, repair, and/or to remove at days end, any site sign in order to either expedite his work or to otherwise accommodate the safety and/or delineate the project zone and/or its active or inactive detour status and route line, and this work shall be done either at his discretion and/or at the request of a Municipality Agent(s) or Officer. Non-compliance with any such request, as herein described, shall be grounds for the Municipality to halt work until such remedial measures have been taken, and any such loss of time by the Contractor shall be at his own expense.

(q) **Prior to the cold planing process, the Contractor is to install an approved geotextile fabric under all catch basin grates, and is to supplementally cover all existing catch basin grates with approved steel plates,** so that no soil and/or milled material enters into the structure, however at no time are the catch basins to be placed fully out of service. In the event milled material does enter into the structure then the Contractor shall immediately clean the unit to the satisfaction of the Engineer. Once the milling has been completed, and the roadway leveled, then the Contractor is to remove the plates from the catch basin structures.

(r) Once the cold planing process has begun the Contractor is obliged to carry this effort forward without interruption, yet in accordance with all work hour restrictions unless otherwise directed by the Highway Super.

(s) The two (2) inch cut to a pre-determined grade and/or profile, or any other specified lesser depth, shall be made in one pass. To that end the cold planing machine shall be adjustable with regard to both crown and depth. The equipment shall be demonstrated to have been operated successfully on similar work completed prior to the award of this contract.

(t) Cold planing operations shall not be limited to just the primary roadway surface, but shall also extend into the adjacent intersections as well. The limit of this work shall be determined 'in the field' by the Highway Super so as to best meet the existing conditions and to further provide for a smooth pavement transitioning.

(u) The milled or planed surface shall conform generally to the grade and cross slope required to best meet the prevailing roadway grade conditions and such milled work shall be free from tears, gouges, breaks, or excessive grooves. The surface shall be free of imperfections that will prevent the milled or planed surface from being resurfaced with new pavement subsequent to this operation. Surface texture shall be as specified by the Highway Super and shall provide acceptable ride-ability for traffic in the event that resurfacing is delayed.

(v) The minimum width of pavement planed in each pass shall be approximately seventy-two (72) inches except in areas to be trimmed and edged.

(w) The Contractor shall exercise caution while cold planing in the vicinity of roadway structures and therefore shall not damage any roadway structure and/or casting during the course of these cold planing operations. Any damage shall be repaired at the Contractors expense and to the satisfaction of the Highway Super.

(x) The milled material (including material removed by other means) shall be immediately removed from the site by means of discharging the milled material directly into trucks. All residual milled material is to be broomed from the roadway so that no residual material remains on the roadway surface upon completion of the milling process. When working adjacent to traffic, the Contractor shall immediately remove material that is spilled on the traveled way. The contractor shall be responsible for all clean-up work along gutters, around castings and along the entire roadway.

(y) Where proposed paving is to be started or ended at the project limits, a cut shall be made to a depth of one and one-half (1 1/2) inches. The end station cut shall be dressed to a clean vertical edge. All loosened material shall be promptly removed prior to returning traffic to the excavated surface.

(z) Immediately upon completion of the cold planing (i.e. 'detailing') operation around and about manholes and/or catch basins, the Contractor shall apply a bright ribbon of orange flourescent paint on the projecting face of the manhole casting, such that oncoming traffic is made aware of the castings presence. In the event the cold planing operation has caused any casting to project more than one and a half (1 1/2) inches above the milled surface of the roadway then the Contractor shall also provide a stabilized three foot (3) high traffic cone on the casting in addition to the paint until such time as other remedial measures can be taken.

Method of Measurement

(aa) Measurement shall be by the square yard of the surface area that is actually cold planed, **however no deduction will be made for roadway castings.**

Basis of Payment

(ab) the Contractor will be paid the contract unit price per square yard for cold planing the bituminous concrete pavement, for immediately loading the milled material onto trucks and disposing of the material(s) at an off-site location, for 'detailing' the project zone around and about manholes, curbs etc., and for cleaning the roadway, which unit price shall include full compensation for all labor materials, tools and equipment, and all incidentals necessary to complete the work under this Item, as directed by the Highway Super, and as specified herein.

TECHNICAL SPECIFICATIONS

HOT MIX ASPHALT

1. NOTE ON SPEC 460: All materials (mix) and application methods for paving must be MassDOT approved per Subsection 460: Hot Mix Asphalt Pavement for Local Streets latest Edition. For purposes of this bid, all roadways are to meet the mixture designation for 50 gyrations (aka "Level 1") including materials for handwork and berm. Adjustment of mix to 75 gyrations (aka "Level 2") roads is allowable with permission of the Highway Superintendent; however, no pricing adjustment will be made for this change. There are no "Level 3" roadways contemplated in this bid. Use of transfer machines will be rare, but in the case where they are desired, a separate contract for their use (MassDOT pay item is by the ton) may be negotiated between the Contractor and the Town. Sweeping will be the responsibility of the municipality and not included in the bid prices. In all cases, when referencing the MassDOT specification, "Department" shall mean the "Town" and "Engineer" shall mean the Highway Superintendent or their designee.

2. Asphalt Emulsion "Tack Coat" will be required, as directed by the highway superintendent. Tack coat shall be MassDOT spec and priced by the gallon.
3. All work should only be done under proper weather conditions.
4. Timeliness and Approved Delays: Time shall be of the essence regarding performance of each and every portion of the contracted work. Work schedules approved by the Town of Cheshire shall be binding upon the Contractor except for reasonable delays due to weather, failure of the Town in the timely performance of any of its prerequisite obligations, or site-related circumstances beyond the control of the Contractor. Extensions of time resulting from such delays are subject to approval by the Town and may not be unreasonably withheld.
5. Police or Flagging Detail is the responsibility of the Town. If the Contractor fails to appear for or cancel scheduled work to which police, flag people or public works personnel are assigned on an additional pay basis, Contractor will be subject to contract back charges for costs incurred at the discretion of the Town. Such charges may include preparation by others that is required to be repeated. This shall not be the case in the event of inclement weather which precludes the work from being accomplished.

6. A MASSDOT PREQUALIFIED CONTRACTOR MUST MEET THE PREQUALIFICATION REQUIREMENT FOR THIS PROJECT.

7. Award will be based on the estimated quantities provided times the price submitted. The vendor whose total is lowest for the combination of all items (BASE bid plus Alternates 1 and 2) will be awarded unless the Town has a legitimate reason to not award to the low bidder. It is Cheshire's intent to award the BASE bid; the Add Alternates will be evaluated in their order, and as budget allows, one or both Alternates will be awarded.
8. All awards are dependent on the Town of Cheshire funding availability for the projects. Contracts resulting from this IFB will be non-exclusive. The Town reserves the right to do work or purchase goods of the type covered by this contract with their own forces or with other contracts following MGL Ch30b §5 or MGL Ch30 §39M.

All materials and application methods must be MassDOT approved. Projects are considered “book jobs” and, where not superseded by this IFB, should follow [2023 Edition of the Standard Specifications for Highways and Bridges](#) to the extent applicable to municipal projects.

PRICE ADJUSTMENT FOR HOT MIX ASPHALT – base price \$665.00/ton (January, 2023)

A fluctuating price will be required for this bid, to allow for price adjustments based on the period price of asphalt by the Mass.DOT. This provision applies to all mixtures containing 100 tons or more of hot mix asphalt mixtures containing liquid asphalt cement.

For more information on Price Adjustments, see
<https://www.mass.gov/files/documents/2018/02/15/liquid-asphalt-price-00811-jul2016.pdf>

The Price Adjustment will be a separate payment item, and only when the price varies more than 5%. ANY FUNDS TO BE RETURNED TO TOWNS WILL BE IN THE FORM OF A CHECK, NOT A CREDIT ON A FOLLOWING YEARS’ OR FUTURE PROJECT. A CREDIT IS INCONSISTENT WITH CHAPTER 90 REQUIREMENTS.

PRICE ADJUSTMENT FOR DIESEL FUEL – \$3.830/GALLON (January, 2023)

The fuel price adjustment will apply only to the following items of work at the fuel factors shown: See Special Provisions at
https://www.mass.gov/files/documents/2018/02/15/diesel-fuel-and-gas-00812_English.pdf

ITEMS COVERED FUEL FACTORS

Surfacing Work:

All Items containing Hot Mix Asphalt DIESEL ONLY

For the most current information, see
<https://www.mass.gov/massdot-contract-price-adjustments>

IF ANY FUNDS ARE TO BE RETURNED TO THE TOWN, THEY WILL BE IN THE FORM OF A CHECK, NOT A CREDIT ON A FOLLOWING YEARS’ OR FUTURE PROJECT(S).

**TOWN OF CHESHIRE - ROADWAY RESURFACING
FRCOG IFB 2023-2068**

GENERAL INSTRUCTIONS TO BIDDERS

1. All bids must contain a filled out signed BID FORM. Minor defects on a bid submittal may be waived by the Town as long as the error or variation is not prejudicial or preferential to the other bidders and that it may be corrected without affect upon substantive elements of the bid such as, but not limited to, price, quality, payment terms or delivery schedule. Resolution will be determined by the Town with advice of the FRCOG Chief Procurement Officer.
2. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive. Conditional bids will not be accepted. Any bid arriving after the time and date of bid opening will not be accepted. A 5% Bid Bond/Deposit payable to the Town of Cheshire in the form of a bank/cashier's check or bond issued by a MA licensed Surety registered with the IRS is also required.
3. As the TOWN OF CHESHIRE is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
4. A bidder will be held to the terms and the prices on the bid form for the duration of the contract period if a contract is signed by both parties within 30 days from bid opening.
5. The TOWN reserves the right to reject any and all bids, in total or in part.
6. The bidder will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts.
7. The contractor will be required to indemnify and hold harmless the TOWN OF CHESHIRE for all damages to life and property that may occur due to contractor's negligence or that of his/her employees, subcontractors, etc., during the contract.
8. If in the judgment of the TOWN OF CHESHIRE, any property is needlessly damaged by an act or omission of the contractor, the amount of damages will be deducted from money due the contractor or may be recovered from said contractor in legal action.
9. Any restrictions, qualifications, or deviations from specifications must appear either on the bid form or on an attachment thereto.
10. A contract will be signed between the awarded bidder and the TOWN OF CHESHIRE.
A sample contract is attached. Any provisions of the contract that cannot be met by a prospective bidder must be brought to the attention of the FRCOG and the TOWN during the open question period, otherwise submittal of a bid constitutes acceptance of the Town's standard terms and conditions.
11. Once bids are opened, the FRCOG Chief Procurement Officer will forward the information to the Cheshire Administrator and Highway Superintendent for review.
12. The contract resulting from this bid will be awarded to the lowest responsible and responsive bidder based upon bid price, past performance and reliability of the bidder, quality of product and/or service, and degree of exclusion, exemption, or restrictions on the bid form. In the event of identical and responsible low bids, the Contractor with an office in Berkshire County, MA will be chosen. If neither bidder has an office in Berkshire County, a coin toss overseen by the Chief Procurement Officer will determine the award.

13. Any questions about the technical specifications of the project or the bid process must be submitted to the Franklin Regional Council of Governments and all prospective bidders will be notified if an addendum is required.
14. The FRCOG will in no way be responsible for the actions of the Town or for any financial commitments. Payments of invoices will be made within 30 days upon receipt of invoice by the Town.
15. The Town and FRCOG will be available to answer any general questions about bid procedure, etc., but no question will be answered that in any way could give an unfair advantage to a bidder. All inquiries concerning this bid should be directed to:

Ellen Batchelder, Assistant Procurement Officer
Franklin Regional Council of Governments
12 Olive Street, Suite 2
Greenfield, MA 01301

EMAIL ebatchelder@frcog.org 413-774-3167 x131

16. MassDOT prequalification in the requisite category is required to bid.
17. The TOWN OF CHESHIRE does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who may need auxiliary aids should call the Council office.
18. Awards will be based on the estimated quantities provided times the price submitted. The responsive and responsible contractor whose total is lowest for the combination of all items will be awarded unless the Town has a legitimate reason to not award to that particular vendor per MGL Ch30 §39M. All activities not expressly mentioned in these specifications, but involved in carrying out their intent are required and the contractor shall perform the same as though they were specifically mentioned, described, and delineated – including the provision of incidental equipment, materials, and supplies.
19. The project is being funded by **MASSWORKS, ARPA, and Chapter 90** and is subject to all the provisions hereto. The project may be cancelled if funding becomes unavailable.
20. **OSHA Certification is Required**

All contractors working on public works projects will be required to certify that ALL employees employed at the work site have successfully completed an OSHA approved course in construction safety at least 10 hours in duration. This law requires general contractors to have on file records of all employees OSHA 10- hour training and provide proof to the various agencies in charge of the work. This also applies to all subcontractors, hired trucks, and hired equipment with operators. Every bidder must certify that all persons who are employed by them for this bid are certified. Proof does not have to be submitted with this bid, but must be available upon request.

21. **Contract execution will be conditioned upon producing:**

An insurance certificate as outlined on the INSURANCE REQUIREMENTS page and a 100% Labor and Materials Payment Bond and 100% Performance Bond, issued by a surety company licensed by the MA Division of Insurance.

Failure or refusal of the successful bidder to execute and deliver a Signed Contract, Certificate of Insurance, and Bonds acceptable to the Chief Procurement Officer within five days after notice of contract award will result in the forfeiture of the 5% Bid Bond as Liquidated Damages. The Contract may be awarded to the next lowest qualified bidder or the IFB re-advertised, if the Town believes it is in the best public interest.

22. INSURANCE REQUIREMENTS

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability and Property Damage, and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Council and before commencement of work hereunder the Contractor agrees to furnish the Council certificates of insurance or other evidence satisfactory to the Council to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the minimum amounts specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
Contractor's Commercial General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Excess Umbrella Liability	\$2,000,000

The TOWN OF CHESHIRE shall be named as an additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

23. IT IS MANDATORY that Bidders contact the Town of Cheshire Co-Interim Highway Superintendent, Corey Swistak, at 413-743-3376 / highway@cheshire-ma.gov to view the work and obtain more specific information about the town's needs with respect to this bid. Bidders shall measure the work area prior to bidding and request an Addendum if they believe a measurement or quantity is incorrect.
24. Bidders must be MassDOT prequalified in the category specified and experienced companies having a **minimum** of three years' work experience in similar work. **Bidders shall submit, with this bid, a list of no less than 5 contact persons in communities where work of a similar nature was performed if the bidder has not been awarded work for the Town of Cheshire in the last 5 years.**
25. Notice on Prevailing Wages and Submission of Certified Payroll

Certified payroll is to be submitted weekly to the Town of Cheshire Co-Interim Highway Superintendent, Corey Swistak, at 413-743-3376 / highway@cheshire-ma.gov. The awarded contractor must provide the Prevailing Wage schedules to all Subcontractors. Certified Payroll of

the prime contract and ALL SUBCONTRACTORS must be combined and sent weekly to the Hwy Superintendent.

Owner Operator Exemption from Prevailing Wage: Under the David Bacon Act, an employee who owns at least a bona fide twenty percent (20%) equity interest in the enterprise in which he/she is employed, regardless of the type of business organization (e.g. corporation, partnership, etc.) AND who is actively engaged in its management, is considered a bona fide exempt executive and not subject to the prevailing wage requirement (see 29 CFR §541.101). An affidavit attesting to this may be required of the contractor.

The Federal Davis-Bacon wage rates are provided in Attachment B. The higher rate prevails.

26. Workforce Participation Goals

The awarded contractor shall endeavor to meet Workforce Participation Goal Requirements under M.G.L. c. 149, § 44A(2)(G) which are currently 6.9% for women and 15.3% for minorities. This is due to funding (in part or in whole) by the Commonwealth of Massachusetts. For more information, see <https://www.mass.gov/administrative-bulletin/equal-opportunity-and-non-discrimination-on-state-and-state-assisted>

At any point during the execution of this contract, the Awarding Authority may require of the Contractor a report of the projected makeup of the Contractor's workforce per M.G.L. c. 149, § 44A(2)(G). Failure to submit this report when requested could result in penalties as enumerated in the statute.

Checklist of Required Signed Submittals:

- Signed Bid Form
- Bid Signature Page with Corporate Resolution or List of Partners if applicable
- 5% Bid Bond/Deposit Payable to the Town of Cheshire
- References if required
- Note: Bidder MUST BE Prequalified by MassDOT in the requisite category in order to have their bid considered.
- Submit One Original Plus One Copy

Additional Requirements

The following requirements (if checked) will be applicable to this bid.

- ☒ Prevailing wage rates set at the Massachusetts Department of Labor and Industries and Federal Davis-Bacon wage rates apply to this bid (higher rate prevails). Attached are the pertinent tables in effect for this work.
- ☒ Each bidder must submit with its bid a bid deposit equal to 5% of the amount of the bid. The bid amount is obtained by multiplying the total expected volume by the bid price. The bid deposit may be in the form of a certified check, bank or cashier's check, or a bid bond from a licensed surety company. The surety bond may state the amount to be "five percent (5%) of the amount bid." THE BID DEPOSIT SHALL BE PAYABLE TO THE TOWN OF CHESHIRE.
- ☒ A 100% Labor and Material Payment Bond and 100% Performance Bond are required from the successful bidder(s) for in-place application at the time of contract execution.
- ☒ The bidder to whom a contract is awarded guarantees to the TOWN all equipment, materials or workmanship for a period of one (1) year after inspection and acceptance and shall replace promptly any defective equipment, material or workmanship without additional cost to the TOWN.
- ☒ The bidder to whom a contract is awarded guarantees to the TOWN project completion during the date requirement in order to be compatible with the MassWorks grant timeline.
- ☒ MassDOT Prequalification is required. Contact the Prequalification office at 617-973-7636 or email prequal.r109@state.ma.us
- ☒ Asphalt and Diesel Escalation are required per MassDOT. All refunds, if required, shall be in the form of a Check to the Town, NOT a credit to be applied to future work.
- ☒ A 5% retention on projects may be held until final acceptance of the project
- ☒ Bidder confirms meeting with Cheshire Highway Superintendent to view intended roadwork prior to submission of bid.

Bidder Name_____

**FORM FOR GENERAL BID
TOWN OF CHESHIRE - ROADWAY RESURFACING
FRCOG IFB 2023-2068**

To the Town of Cheshire, Massachusetts, (hereinafter called the "Owner") acting through its Select Board, duly authorized therefore, who act solely for said Town and without personal liability to themselves.

Ladies/Gentlemen:

The undersigned _____, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the Invitation for Bids and the Specifications (and amendments thereto); and s/he bids and agrees, if this bid is accepted, that the bidder will furnish all materials and labor necessary for the completion of the Work as specified in the Bid, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder confirms that they have met with the Cheshire Highway Superintendent, and are aware of the existing conditions and have taken their own measurements and understand the full scope of the project.

The Bidder agrees that the Owner will have twenty-one (21) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Bids if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Bid Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The Bidder agrees that activities not expressly mentioned in these specifications for Lump Sum Work, but involved in carrying out their intent are will be performed the same as though they were specifically mentioned, described, and delineated – including the provision of incidental equipment and supplies.

The Bidder certifies that all materials meet or exceed the requirements of the bid specifications and they are licensed to perform the services in the Commonwealth of Massachusetts and that workmanship is warranted for at least one year.

Pursuant to M.G.L. Ch. 62C, Sec. 49A, the Bidder certifies under the penalties of perjury that, to the best of their knowledge and belief, they are in compliance with all laws of the Commonwealth relating to **taxes**, reporting of employees and contractors, and withholding and remitting child support.

Bidder's Name

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and **without collusion** or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The undersigned certifies under penalties of perjury that the said undersigned is **not presently debarred** from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

The undersigned certifies that all of their employees who will be employed at the work site have successfully passed the **OSHA approved 10-hour safety course**, and we have proof on file. They also certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

Per MassDOT, Asphalt and Diesel is subject to **Period Pricing**. See General Specifications.

The Bidder will take in full payment, therefore, the following price, to wit:

(Reference 2-page itemized Bid Form, next)

BIDDER NAME: _____

Town of Cheshire - Road Resurfacing (Complete shaded sections, as indicated)

	Detail on Applied / Location	Length (ft)	Width (ft)	Micromilling (Sq Yards)	# of Raised Structures	Approx. Asphalt Tons	Binder inches	Top coat in Inches	Tack Coat in gallons	
	BASE BID LOCATIONS									
# 1 BASE BID	MILL & TOP Route 116 , from Adams TL 5800' south to new const. joint. MILLING - Average 2": 1.5" in the center to 2" on shoulders Asphalt Top Mix - Average 2", 2,400 tons Total Aprons: 28	5,800	32	20,600		2,400		2	1,450	
# 2 BASE BID	MILL & TOP Stafford Hill Road , from Wells Road Intersection to Gravel Surface. MILLING - Average 2"; Asphalt Binder avg 2", est 1,800 ton; Asphalt Top avg 1.5", est 1,300 tons 53 Structures - adjustment only, vertical rebuild extra if needed Total Aprons: 42	6,700	21	15,600	53	3,100	2	1.5	1,900	
# 3 BASE BID	SHIM & TOP Henry Wood Road , from Route 116 to the Adams Town Line. Asphalt Shim, using top mix - 1.5", 700 ton, Asphalt Top - average 2", 700 ton Total Aprons: 3	3,000	24			1,400		see detail	800	
# 4 BASE BID	TOP OVERLAY Mill Hill Road , from Depot Street to the dead end. Asphalt Top Overlay - avg 2", 110 ton Total Aprons: 5	530	16			110		2	50	
# 5 BASE BID	MILL & TOP Depot Street , from a construction joint near town hall to Railroad Street. Milling: Avg 2", Asphalt Top Mix - avg 2", 550 tons, 10 structures - adjustment only, vertical rebuild extra if needed Total Aprons: 20	1,200	34	4,500	10	550		2	330	
# 6 BASE BID	MILL & TOP Railroad Street , from Main Street to the corner of Depot Street. Milling – Average 2" Asphalt Top Mix – avg. 2", 270 tons 5 structures – adjustment only, vertical rebuild extra if needed Total Aprons: 5	750	28	2,300	5	270		2	165	
	BASE BID Total Quantities			43,000	68	7,830			4,695	
	Unit Price Bid			\$	/SY	\$	/ton		\$	/gal
	BASE BID - Extended Bid			\$		\$			\$	\$

BIDDER NAME: _____

Town of Cheshire - Road Resurfacing (Complete shaded sections, as indicated)

	Detail on Applied / Location	Length (ft)	Width (ft)	Micromilling (Sq Yards)	# of Raised Structures	Approx. Asphalt Tons	Binder inches	Top coat in Inches	Tack Coat in gallons	
	ADD ALTERNATE LOCATIONS									
#1 ADD ALT	SHIM & TOP Briggs Drive , from Route 8 to the dead end, including culdesac. Asphalt Shim, using top mix – 1.5", est 225 tons Asphalt Top avg 1.5", est 400 tons Total Aprons: 10	1,110	26			625		see detail	450	
	ADD ALTERNATE #1 Total Quantities				0	625			450	
	Unit Price Bid					\$ /ton			\$ /gal	ADD ALTERNATE #1 BID:
	ADD ALTERNATE #1 - Extended Bid					\$			\$	\$
#2 ADD ALT	TOP OVERLAY Notch Road , from Windsor Road to the dead end (TEE) Asphalt Top Overlay – Avg 2", est 2,500 tons Total Aprons: 20	7,400	24			2,500			1,000	
	ADD ALTERNATE #2 Total Quantities				0	2,500			1,000	
	Unit Price Bid					\$ /ton			\$ /gal	ADD ALTERNATE #2 BID:
	ADD ALTERNATE #2 - Extended Bid					\$			\$	\$
	GRAND TOTAL BASE BID & ADD ALTERNATES 1 & 2 (For Bid Bond)									\$

	This section must be completed for Bid to be considered:	Bid Price	Unit
	1. Rebuild Structure	\$	Per FT
	2. Additional Structure (OVER ESTIMATES PROVIDED)	\$	Per EA
	3. Hand Work (OVER PROVIDED NUMBER OF DRIVEWAY APRONS ON EACH ROAD, ETC.)	\$	Per TON

GRAND TOTAL BASE BID & ADD ALTERNATES #1 and #2: \$_____

In words _____ dollars and
_____ cents.

I/We hereby agree to provide services for which we have provided pricing in accordance with the specifications in this bid and MassDOT standards and agree to the standard terms and conditions of the sample contract attached. NOTE: This project is not engineered but is considered a “book job”. All activities not expressly mentioned in these specifications and priced below, but involved in carrying out their intent are required and the contractor shall perform the same as though they were specifically mentioned, described, and delineated – including the provision of incidental equipment, materials, and supplies.

The BIDDER acknowledges receipt of the following addenda:

No. _____, dated _____, 2023
No. _____, dated _____, 2023
No. _____, dated _____, 2023
No. _____, dated _____, 2023

Authorized Signature  _____ Printed Name _____

Company Name * _____ Date _____

Postal Address _____ Email Address _____

Zip Code _____ Phone _____

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to \$1,000.00 or more:

_____ Federal Tax ID Number (this number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941

*IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE ☐

*IF A LIMITED LIABILITY CORPORATION (LLC), INCLUDE THE NAME OF THE LLC MANAGER AND CHECK THE APPROPRIATE CLASSIFICATION OF LLC ☐

Indicate tax classification: ☐D (disregarded entity) ☐C (corporation) ☐P (partnership)
Or ☐S (special tax status)

_____ LLC MANAGER NAME

*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE (add additional page if necessary) ☐

_____ NAME
_____ NAME
_____ NAME
_____ NAME

*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ON BID FORM ONLY AND CHECK HERE ☐

Attachment A – Sample Contract

A CONTRACT SUBSTANTIALLY IN ACCORD WITH ATTACHED AGREEMENT WILL BE SIGNED BETWEEN THE TOWN AND THE AWARDED CONTRACTOR. ANY REQUESTS FOR CHANGE TO TERMS MUST BE SENT DURING THE WRITTEN QUESTION PERIOD.
Bidder is not required to fill this Contract Form out or provide the signed documents that are part of this contract until selected as the Contractor.

AGREEMENT

THIS AGREEMENT made this _____ day of _____
in the year Two Thousand and Twenty Three, between _____,
with a usual place of business at _____,
hereinafter called the CONTRACTOR, and the TOWN of CHESHIRE, acting by its Select Board,
with a usual place of business at 80 Church Street, Cheshire MA 01223, hereinafter called
the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree
as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the **CHESHIRE ROADWAY RESURFACING**, in strict accordance with the Contract Documents and all related Drawings and Specifications. The Contract Documents (Section 11, herein), Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of _____.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before September 30, 2023.

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the

Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: \$500/day after September 30, 2023

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor. Approval or review of any documents plans specifications or drawings by the Owner shall not relieve the Contractor of its duties and obligations hereunder.
- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution

of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:
- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with

such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable Federal and State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

Pursuant to his/her obligations under the preceding section, the Contractor shall strive to achieve on this project the labor participation goals contained herein. Said participation goals shall apply in each job category on this project including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers and those classes of work enumerated in Section 44F of Chapter 149 of the Massachusetts General Laws. The participation goals for this project shall be 15.3% for minorities and 6.9% for women. The participation goals, as set forth herein, shall not be construed as quotas or set-asides; rather, such participation goals will be used to measure the progress of the Commonwealth's equal opportunity, non-discrimination and affirmative action program. Additionally, the participation goals contained herein should not be seen or treated as a floor or as a ceiling for the employment of particular individuals or group of individuals.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in

the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There ___ is x is not a project engineer for this project. Work to be completed with direction from Town of Cheshire Highway Superintendent except as otherwise designated by the Town.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project and Federal Davis-Bacon wage rates.. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes. SEND CERTIFIED PAYROLL TO COREY SWISTAK, CHESHIRE CO-INTERIM HIGHWAY SUPERINTENDENT highway@cheshire-ma.gov

The schedules of MA prevailing wage rates and Davis-Bacon wage rates are included in the Contract Documents. The higher rate prevails.

9. Payments to the Contractor

Within thirty (30) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have thirty (30) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:

1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
 2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within fourteen (14) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
 - (b) An agreed lump sum.

- (c) The actual cost of:
 - (1) Labor.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
 - (4) Power and consumable supplies for the operation of power equipment.
 - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Owner or otherwise, except as and to the extent expressly provided under G.L. c.30, §390 in the case of written orders by the Owner. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation to Bid
Instructions to Bidders
This Contract Form

Bid Form
Labor & Materials Payment Bond
Contractor's Certification
Change Order Form
Performance Bond
Clerk's Certificate of Corporate Vote
Certificate of Insurance
Drug Free Workplace Policy
Specifications and Addenda
Schedule of Prevailing Wages

12. Terms Required By Law

12.1 This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B - Procurement of Goods and Services

General Laws Chapter 30, section 39 et. seq. - Public Works Contracts

12.2 Wherever applicable law mandates the inclusion of any term and/or provision into a municipal contract, this section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

12.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

12.4 The Contractor shall keep itself fully informed of all existing and future State and Federal Laws and Municipal By-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Owner. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Owner and its duly appointed agents against any claim or liability arising from or based on any violation whether by Contractor, its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

13. Indemnification

a. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and save harmless the Owner, and its respective duly elected or appointed officials, agents and employees (referred to collectively as "Owners") from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as "demands") arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Contractor, any subcontractor of the Contractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Contractor or subcontractor. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the Owner, that otherwise may exist under statute or in law or equity.

b. Contractor assumes full responsibility for relations with any subcontractors employed directly or indirectly by the Contractor and the Contractor shall defend, indemnify, and save harmless the Owner from all demands made against the Owner by such subcontractor, such subcontractor's agent or employee, or any person, as the result of such subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.

c. The Contractor shall defend, indemnify, and hold harmless the Owner from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to **Fair Labor Standards Act and Massachusetts Prevailing Wage Law**.

d. The indemnification obligations of the Contractor and subcontractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Contractor or subcontractor under any federal or state law.

e. In the event of a breach of this Agreement by the Contractor, the Contractor shall pay the Owner all reasonable attorney fees, costs and other litigation expenses incurred by the Owner in enforcing its rights as a result of said breach in addition to any damages for said breach.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The Contractor shall, at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 13.00 (INDEMNITY). All insurance shall be by insurers and for policy limits acceptable to Owner and, before commencement of work hereunder, the Contractor agrees to furnish Owner with certificates of insurance or other evidence satisfactory to Owner to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGE LIMITS OF LIABILITY

Worker's Compensation	Statutory
Employer's Liability	\$500,000.00
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
Contractor's Commercial General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Excess Umbrella Liability	\$2,000,000

The Town of Blandford shall be named as additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

Except for Workmen's Compensation, all liability coverage shall name the Owner as an additional insured and shall provide for 30 days prior written notice to the Owner of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all satisfactory Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

B. ACCESS TO RECORDS

Contractor will make all books, accounts, data, records, reports, files and other papers, things or property, that relate to its activities under this Contract, available

at all reasonable times for inspection, review and audit by the Owner, its authorized representative, the Inspector General of the Commonwealth, or the Auditor of the Commonwealth. The Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance and the State Auditor or his designee, at reasonable times and upon reasonable notice to examine the books, records, and other complete data of the Contractor which pertain to the performance of the provisions and requirements of this Contract as provided by Executive Order 195. .

C. RIGHTS AND REMEDIES

Owner's rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

D. CONFLICT OF INTEREST

Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

E. JURISDICTION

This Contract shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Contract shall be commenced only within the County of BERKSHIRE, Massachusetts.

F. MODIFICATION, WAIVER OR CHANGE

No modifications, waiver or change shall be made in the terms and conditions of this Contract except as may be mutually agreed upon in writing by all parties hereto.

G. ASSIGNMENT

Owner and Contractor recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

H. SUCCESSORS AND ASSIGNS

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

I. ENTIRE UNDERSTANDING

This Contract, together with the attachments hereto, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

J. SEVERABILITY/INTERPRETATION

In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements which would otherwise render this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project, or otherwise.

K. OWNERSHIP OF DOCUMENTS

The parties agree that all documents created for the project by the Contractor shall belong to the Owner.

L. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

M. The compensation provided by this Contract is subject to the continued availability of funds for the services provided for herein.

N. The Contractor by its signature certifies that it has a drug free workplace and policy.

O. Force Majeure: The parties shall not be liable for the failure to wholly perform their duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor or the Owner.

AGREED:

TOWN OF CHESHIRE, MASSACHUSETTS
(Owner)

By its _____

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____
(Cheshire Town Treasurer or Accountant)

(Name)

CONTRACTOR: _____

By _____

(Name)

(Title)

(Address)

(City and State)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

CORPORATION MAY USE THEIR OWN FORM

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)
and acting Secretary of _____ and I further certify that a meeting of the
(Name of Corporation)
Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

_____ of _____, State of _____
(Surety) (City & State)

_____ hereinafter called the "Surety" and licensed by the State
Division of Insurance to do business under the laws of the Commonwealth of
Massachusetts, are held and firmly bound to the Town of _____,

_____, Massachusetts, hereinafter called "Owner", in the penal sum of
_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into
a certain contract with the Owner, dated the _____ day of _____, 20____
(the "Construction Contract"), for the construction described as follows: _____
_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
the undertakings, covenants, terms, conditions, and agreements of the Construction
Contract during the original term thereof, and any extensions thereof which may be granted
by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and
demands incurred under the Construction Contract, and shall fully indemnify and save
harmless the Owner from all costs and damages which it may suffer by reason of failure to
do so, and shall reimburse and repay the Owner all outlay and expense which the Owner
may incur in making good any default, then this obligation shall be void; otherwise to remain
in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1)
the Owner has declared the Principal in default of the Construction Contract or any provision
thereof or (2) has declared that the Principal has failed, or is otherwise unable or unwilling,
to execute the work consistent with, and in conformance to, the Construction Contract
(collectively referred to as a "Contractor Default"). The determination of a Contractor
Default shall be made solely by the Owner. The Owner need not terminate the Construction
Contract to declare a Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in _____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

_____		_____
		Principal
_____	By	_____
(Principal Secretary)		_____

		(Address-Zip Code)

_____ (SEAL)
Witness as to Principal

(Address-Zip Code)

ATTEST:

_____		_____
		Surety
_____	By	_____
		(Attorney-in-Fact)

		(Address-Zip Code)

_____ (SEAL)
Witness as to Surety

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____ of _____,
(Surety)

State of _____ hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of _____, _____, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to make payment to subcontractors and suppliers; (2) make payments to all subcontractors and suppliers; or (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in

reimbursing the subcontractors and suppliers. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond for all payments to subcontractors and suppliers.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____	By	_____ Surety
		_____ (Attorney-in-Fact)
		_____ (Address-Zip Code)
_____ Witness as to Surety	(SEAL)	

		(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

Certification of Drug-Free Workplace

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs and;
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will-
 - (a) Abide by the terms of the statement and;
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Town in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Town has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted-
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or;
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Signature: _____

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

THE COMMONWEALTH OF MASSACHUSETTS

SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

ATTACHMENT

APPLIES TO ALL WORK REIMBURSED UNDER MASSACHUSETTS “CHAPTER 90” HIGHWAY PROGRAM

I. Definitions

For purposes of this contract,

“Minority” means a person who meets one or more of the following definitions:

- (a) American Indian or Native American means: all persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization.
- (b) Asian means: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands.
- (c) Black means: All persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.
- (d) Eskimo or Aleut means: All persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.
- (e) Hispanic means: All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

“State construction contract” means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility, or a contract for the construction, reconstruction, alteration, remodeling or repair of a public work undertaken by a department, agency, board, or commission of the commonwealth.

“State assisted construction contract” means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility undertaken by a political subdivision of the commonwealth, or two or more political subdivisions thereof, an authority, or other instrumentality and whose costs of the contract are paid for, reimbursed, grant funded, or otherwise supported, in whole or in part, by the commonwealth.

II. Equal Opportunity, Non-Discrimination and Affirmative Action

During the performance of this Contract, the Contractor and all subcontractors (hereinafter collectively referred to as “the Contractor”) for a state construction contract or a state assisted construction contract, for him/herself, his/her assignees and successors in interest, agree to comply

with all applicable equal employment opportunity, non-discrimination and affirmative action requirements, including but not limited to the following:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability, shall not discriminate in the selection or retention of subcontractors, and shall not discriminate in the procurement of materials and rentals of equipment.

The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship or on-the-job training opportunity. The Contractor shall comply with the provisions of chapter 151B of the Massachusetts General Laws, as amended, and all other applicable anti-discrimination and equal opportunity laws, all of which are herein incorporated by reference and made a part of this Contract.

The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151B).

In connection with the performance of work under this contract, the Contractor shall undertake, in good faith, affirmative action measures to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. Such affirmative action measures shall entail positive and aggressive measures to ensure non-discrimination and to promote equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, apprenticeship and on-the-job training programs. A list of positive and aggressive measures shall include, but not be limited to, advertising employment opportunities in minority and other community news media; notifying minority, women and other community-based organizations of employment opportunities; validating all job specifications, selection requirements, and tests; maintaining a file of names and addresses of each worker referred to the Contractor and what action was taken concerning such worker; and notifying the administering agency in writing when a union with whom the Contractor has a collective bargaining agreement has failed to refer a minority or woman worker. These and other affirmative action measures shall include all actions required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. One purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Commonwealth public construction projects.

III. Minority and Women Workforce Participation

Pursuant to his/her obligations under the preceding section, the Contractor shall strive to achieve on this project the labor participation goals contained herein. Said participation goals shall apply in each job category on this project including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers and those classes of work enumerated in Section 44F of Chapter 149 of the Massachusetts General Laws. The participation goals for this project shall be 15.3% for minorities and 6.9% for women. The participation goals, as set forth herein, shall not be construed as quotas or set-asides; rather, such participation goals will be used to measure the progress of the Commonwealth's equal opportunity, non-discrimination and affirmative action program. Additionally, the participation goals contained herein should not be seen or treated as a floor or as a ceiling for the employment of particular individuals or group of individuals.

IV. Liaison Committee

At the discretion of the agency that administers the contract for the construction project there may be established for the life of the contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering the contract for the construction project, hereinafter called the administering agency, a representative from the Office of Affirmative action, and such other representatives as may be designated by the administering agency.

The Contractor (or his/her agent, if any, designated by him/her as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

V. Reports and Records

The Contractor shall prepare projected workforce tables on a quarterly basis when required by the administering agency. These shall be broken down into projections, by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also, when updated, to the administering agency and the Liaison Committee when required.

The Contractor shall prepare weekly reports in a form approved by the administering agency, unless information required is required to be reported electronically by the administering agency, the number of hours worked in each trade by each employee, identified as woman, minority, or non-minority. Copies of these shall be provided at the end of each such week to the administering agency and the Liaison Committee.

Records of employment referral orders, prepared by the Contractor, shall be made available to the administering agency on request.

The Contractor will provide all information and reports required by the administering agency on instructions issued by the administering agency and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the administering agency to effect the employment of personnel. This provision shall apply only to information pertinent to the Commonwealth's supplementary non-discrimination, equal opportunity and access and opportunity contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering agency and shall set forth what efforts he has made to obtain the information.

VI. Access to Work Site

A designee of the administering agency and a designee of the Liaison Committee shall each have a right to access the work site.

VII. Solicitations for Subcontracts, and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and equal opportunity.

VIII. Sanctions

Whenever the administering agency believes the General or Prime Contractor or any subcontractor may not be operating in compliance with the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151B), the administering agency may refer the matter to the Massachusetts Commission Against Discrimination ("Commission") for investigation.

Following the referral of a matter by the administering agency to the Massachusetts Commission Against Discrimination, and while the matter is pending before the MCAD, the administering agency may withhold payments from contractors and subcontractors when it has documentation that the contractor or subcontractor has violated the Fair Employment Practices Law with respect to its activities on the Project, or if the administering agency determines that the contractor has materially failed to comply with its obligations and the requirements of this Section. The amount withheld shall not exceed a withhold of payment to the General or Prime Contractor of 1/100 or 1% of the contract award price or \$5,000, whichever sum is greater, or, if a subcontractor is in non-compliance, a withhold by the administering agency from the General Contractor, to be assessed by the General Contractor as a charge against the subcontractor, of 1/100 or 1% of the subcontractor price, or \$1,000 whichever sum is greater, for each violation of the applicable law or contract requirements. The total withheld from any one General or Prime Contractor or subcontractor on a Project shall not exceed \$20,000 overall. No withhold of payments or investigation by the Commission or its agent shall be initiated without the administering agency providing prior notice to the Contractor.

If, after investigation, the Massachusetts Commission Against Discrimination finds that a General or Prime Contractor or subcontractor, in commission of a state construction contract or

state-assisted construction contract, violated the provisions of the Fair Employment Practices Law, the administering agency may convert the amount withheld as set forth above into a permanent sanction, as a permanent deduct from payments to the General or Prime Contractor or subcontractor, which sanction will be in addition to any such sanctions, fines or penalties imposed by the Massachusetts Commission Against Discrimination:

No sanction enumerated under this Section shall be imposed by the administering agency except after notice to the General or Prime Contractor or subcontractor and an adjudicatory proceeding, as that term is used, under Massachusetts General Laws Chapter 30A, has been conducted.

IX. Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

X. Contractor's Certification

A bidder for a state construction contract or state assisted construction contract will not be eligible for award of the contract unless such bidder has submitted to the administering agency the following certification, which will be incorporated into the resulting contract:

CONTRACTOR'S CERTIFICATION

_____certifies that they:
(Contractor Name)

1. Will not discriminate in their employment practices;
2. Intend to use the following listed construction trades in the work under the contract

_____; and
3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Are in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agree to comply with all provisions contained herein.

(Signature of authorized representative of Contractor)

Date

(Printed name of authorized representative of Contractor)

XI. Subcontractor Requirements

Prior to the award of any subcontract for a state construction contract or a state assisted construction contract, regardless of tier, the Prime or General Contractor shall provide all prospective subcontractors with a complete copy of this Section entitled "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" and will incorporate the provisions of this Section by reference into any and all contracts or work orders for all subcontractors providing work on the Project. In order to ensure that the said subcontractor's certification becomes a part of all subcontracts under the prime contract, the Prime or General Contractor shall certify in writing to the administering agency that it has complied with the requirements as set forth in the preceding paragraph.

CHANGE ORDER for CHESHIRE ROADWAY RESURFACING BID 2023-2068

between TOWN OF CHESHIRE and _____

Change Order Number:	
Date:	
Contract date:	
Contractor:	

PROPOSED ADJUSTMENTS:

Item/Description	Add	Deduct
1		
2		
3		
4		
5		
Total	0	0
Net Adjustment	0	

Original Contract Price	
Adjustments from Previous Change Orders	
Adjustments from This Change Order	
REVISED CONTRACT PRICE	

The Contract Length will remain unchanged. Signatures indicate agreement with the proposed adjustments:

for CONTRACTOR

Date

for TOWN

Date

I certify funds are available for this change order

Attachment B

MA PREVAILING WAGE SCHEDULE & REPORTING FORMS

DAVIS BACON WAGE SCHEDULE APPLICABLE for CHESHIRE



ATTACHMENT B

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR
DIVISION OF OCCUPATIONAL SAFETY
PREVAILING WAGE PROGRAM
www.mass.gov/dos/pw

The Massachusetts Prevailing Wage Law
M.G.L. c. 149, §§26-27

NOTICE TO AWARDING AUTHORITIES

The enclosed wage schedule applies only to the specific project listed at the top of the schedule, and these rates will remain in effect for the duration of the project.

You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.

The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.

Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.

The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.

The enclosed wage schedule applies to all phases of the project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.

All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call 617-626-5409, or write to DAT, 19 Staniford Street, Floor 1, P.O. Box 146759, Boston, MA 02114.

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years from the date of completion of the project.

Each such contractor or subcontractor shall furnish to the awarding authority directly within 15 days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form.

STATEMENT OF COMPLIANCE

_____, 20____

I, _____, _____
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

09/11

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:				Phone No.:				Payroll No.:											
Employer's Signature:		Title:				Contract No:		Tax Payer ID Number		Work Week Ending:											
Awarding Authority's Name:		Public Works Project Name:				Public Works Project Location:				Min. Wage Rate Sheet Number											
General / Prime Contractor's Name:		Subcontractor's Name:						"Employer" Hourly Fringe Benefit Contributions													
Employee Name & Complete Address		Work Classification:	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked							Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	(B+C+D+E)	(A x F)	Check No. (H)	
					Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.							Total Gross Wages			

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES NO

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards. No apprentices are identified above

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Cheshire
Contract Number: 2023-2068 **City/Town:** CHESHIRE
Description of Work: Road Resurfacing project - Multiple locations in the Town of Cheshire, including Route 116, Stafford Hill Rd, Henry Wood Rd and others as funding allows
Job Location: Multiple locations - Cheshire, MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2022	\$31.04	\$9.10	\$13.62	\$0.00	\$53.76
	06/01/2023	\$31.86	\$9.10	\$13.62	\$0.00	\$54.58
	12/01/2023	\$32.67	\$9.10	\$13.62	\$0.00	\$55.39
	06/01/2024	\$33.49	\$9.10	\$13.62	\$0.00	\$56.21
	12/01/2024	\$34.30	\$9.10	\$13.62	\$0.00	\$57.02
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2022	\$32.15	\$9.35	\$14.94	\$0.00	\$56.44
	06/01/2023	\$32.97	\$9.35	\$14.94	\$0.00	\$57.26
	12/01/2023	\$33.78	\$9.35	\$14.94	\$0.00	\$58.07
	06/01/2024	\$34.97	\$9.35	\$14.94	\$0.00	\$59.26
	12/01/2024	\$36.15	\$9.35	\$14.94	\$0.00	\$60.44
	06/01/2025	\$37.39	\$9.35	\$14.94	\$0.00	\$61.68
	12/01/2025	\$38.62	\$9.35	\$14.94	\$0.00	\$62.91
	06/01/2026	\$40.66	\$9.35	\$14.94	\$0.00	\$64.95
	12/01/2026	\$41.95	\$9.35	\$14.94	\$0.00	\$66.24
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	12/01/2020	\$34.29	\$12.80	\$8.95	\$0.00	\$56.04
ASPHALT RAKER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
	06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
	12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
	06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
	12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2022	\$31.65	\$9.35	\$14.94	\$0.00	\$55.94
	06/01/2023	\$32.47	\$9.35	\$14.94	\$0.00	\$56.76
	12/01/2023	\$33.28	\$9.35	\$14.94	\$0.00	\$57.57
	06/01/2024	\$34.47	\$9.35	\$14.94	\$0.00	\$58.76
	12/01/2024	\$35.65	\$9.35	\$14.94	\$0.00	\$59.94
	06/01/2025	\$36.89	\$9.35	\$14.94	\$0.00	\$61.18
	12/01/2025	\$38.12	\$9.35	\$14.94	\$0.00	\$62.41
	06/01/2026	\$40.16	\$9.35	\$14.94	\$0.00	\$64.45
	12/01/2026	\$41.45	\$9.35	\$14.94	\$0.00	\$65.74
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
	06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
	12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
	06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
	12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2022	\$31.04	\$9.10	\$13.62	\$0.00	\$53.76
	06/01/2023	\$31.86	\$9.10	\$13.62	\$0.00	\$54.58
	12/01/2023	\$32.67	\$9.10	\$13.62	\$0.00	\$55.39
	06/01/2024	\$33.49	\$9.10	\$13.62	\$0.00	\$56.21
	12/01/2024	\$34.30	\$9.10	\$13.62	\$0.00	\$57.02
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2022	\$32.15	\$9.35	\$14.94	\$0.00	\$56.44
	06/01/2023	\$32.97	\$9.35	\$14.94	\$0.00	\$57.26
	12/01/2023	\$33.78	\$9.35	\$14.94	\$0.00	\$58.07
	06/01/2024	\$34.97	\$9.35	\$14.94	\$0.00	\$59.26
	12/01/2024	\$36.15	\$9.35	\$14.94	\$0.00	\$60.44
	06/01/2025	\$37.39	\$9.35	\$14.94	\$0.00	\$61.68
	12/01/2025	\$38.62	\$9.35	\$14.94	\$0.00	\$62.91
	06/01/2026	\$40.66	\$9.35	\$14.94	\$0.00	\$64.95
	12/01/2026	\$41.95	\$9.35	\$14.94	\$0.00	\$66.24
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2023	\$47.37	\$7.07	\$20.31	\$0.00	\$74.75
	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$30.79	\$7.07	\$13.22	\$0.00	\$51.08
2	65	\$30.79	\$7.07	\$13.22	\$0.00	\$51.08
3	70	\$33.16	\$7.07	\$14.23	\$0.00	\$54.46
4	75	\$35.53	\$7.07	\$15.24	\$0.00	\$57.84
5	80	\$37.90	\$7.07	\$16.25	\$0.00	\$61.22
6	85	\$40.26	\$7.07	\$17.28	\$0.00	\$64.61
7	90	\$42.63	\$7.07	\$18.28	\$0.00	\$67.98
8	95	\$45.00	\$7.07	\$19.32	\$0.00	\$71.39

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
2	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
3	70	\$33.68	\$7.07	\$14.23	\$0.00	\$54.98
4	75	\$36.09	\$7.07	\$15.24	\$0.00	\$58.40
5	80	\$38.50	\$7.07	\$16.25	\$0.00	\$61.82
6	85	\$40.90	\$7.07	\$17.28	\$0.00	\$65.25
7	90	\$43.31	\$7.07	\$18.28	\$0.00	\$68.66
8	95	\$45.71	\$7.07	\$19.32	\$0.00	\$72.10

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	02/01/2023	\$48.76	\$11.49	\$20.37	\$0.00	\$80.62
	08/01/2023	\$50.81	\$11.49	\$20.37	\$0.00	\$82.67
	02/01/2024	\$52.06	\$11.49	\$20.37	\$0.00	\$83.92
	08/01/2024	\$53.31	\$11.49	\$20.37	\$0.00	\$85.17
	02/01/2025	\$54.61	\$11.49	\$20.37	\$0.00	\$86.47
	08/01/2025	\$56.76	\$11.49	\$20.37	\$0.00	\$88.62
	02/01/2026	\$58.11	\$11.49	\$20.37	\$0.00	\$89.97
	08/01/2026	\$60.31	\$11.49	\$20.37	\$0.00	\$92.17
	02/01/2027	\$61.71	\$11.49	\$20.37	\$0.00	\$93.57

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Springfield/Pittsfield

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.38	\$11.49	\$20.37	\$0.00	\$56.24
2	60	\$29.26	\$11.49	\$20.37	\$0.00	\$61.12
3	70	\$34.13	\$11.49	\$20.37	\$0.00	\$65.99
4	80	\$39.01	\$11.49	\$20.37	\$0.00	\$70.87
5	90	\$43.88	\$11.49	\$20.37	\$0.00	\$75.74

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.41	\$11.49	\$20.37	\$0.00	\$57.27
2	60	\$30.49	\$11.49	\$20.37	\$0.00	\$62.35
3	70	\$35.57	\$11.49	\$20.37	\$0.00	\$67.43
4	80	\$40.65	\$11.49	\$20.37	\$0.00	\$72.51
5	90	\$45.73	\$11.49	\$20.37	\$0.00	\$77.59

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/POWER SHOVEL/TREE SHREDDER	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
/CLAM SHELL OPERATING	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
ENGINEERS LOCAL 98	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2022	\$43.73	\$9.35	\$17.97	\$0.00	\$71.05
LABORERS - FOUNDATION AND MARINE	06/01/2023	\$44.73	\$9.35	\$17.97	\$0.00	\$72.05
	12/01/2023	\$45.98	\$9.35	\$17.97	\$0.00	\$73.30
	06/01/2024	\$47.46	\$9.35	\$17.97	\$0.00	\$74.78
	12/01/2024	\$48.93	\$9.35	\$17.97	\$0.00	\$76.25
	06/01/2025	\$50.43	\$9.35	\$17.97	\$0.00	\$77.75
	12/01/2025	\$51.93	\$9.35	\$17.97	\$0.00	\$79.25
	06/01/2026	\$53.48	\$9.35	\$17.97	\$0.00	\$80.80
	12/01/2026	\$54.98	\$9.35	\$17.97	\$0.00	\$82.30
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER	12/01/2022	\$42.58	\$9.35	\$17.97	\$0.00	\$69.90
LABORERS - FOUNDATION AND MARINE	06/01/2023	\$43.58	\$9.35	\$17.97	\$0.00	\$70.90
	12/01/2023	\$44.83	\$9.35	\$17.97	\$0.00	\$72.15
	06/01/2024	\$46.31	\$9.35	\$17.97	\$0.00	\$73.63
	12/01/2024	\$47.78	\$9.35	\$17.97	\$0.00	\$75.10
	06/01/2025	\$49.28	\$9.35	\$17.97	\$0.00	\$76.60
	12/01/2025	\$50.78	\$9.35	\$17.97	\$0.00	\$78.10
	06/01/2026	\$52.33	\$9.35	\$17.97	\$0.00	\$79.65
	12/01/2026	\$53.83	\$9.35	\$17.97	\$0.00	\$81.15
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2022	\$42.58	\$9.35	\$17.97	\$0.00	\$69.90
	06/01/2023	\$43.58	\$9.35	\$17.97	\$0.00	\$70.90
	12/01/2023	\$44.83	\$9.35	\$17.97	\$0.00	\$72.15
	06/01/2024	\$46.31	\$9.35	\$17.97	\$0.00	\$73.63
	12/01/2024	\$47.78	\$9.35	\$17.97	\$0.00	\$75.10
	06/01/2025	\$49.28	\$9.35	\$17.97	\$0.00	\$76.60
	12/01/2025	\$50.78	\$9.35	\$17.97	\$0.00	\$78.10
	06/01/2026	\$52.33	\$9.35	\$17.97	\$0.00	\$79.65
	12/01/2026	\$53.83	\$9.35	\$17.97	\$0.00	\$81.15
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
	06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
	12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
	06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
	12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS LOCAL 336 - BERKSHIRE COUNTY</i>	09/01/2022	\$39.82	\$7.16	\$18.15	\$0.00	\$65.13
	03/01/2023	\$40.32	\$7.16	\$18.15	\$0.00	\$65.63

Apprentice - CARPENTER - Local 336 Berkshire

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.91	\$7.16	\$1.40	\$0.00	\$28.47
2	60	\$23.89	\$7.16	\$1.40	\$0.00	\$32.45
3	70	\$27.87	\$7.16	\$13.95	\$0.00	\$48.98
4	75	\$29.87	\$7.16	\$13.95	\$0.00	\$50.98
5	80	\$31.86	\$7.16	\$15.35	\$0.00	\$54.37
6	80	\$31.86	\$7.16	\$15.35	\$0.00	\$54.37
7	90	\$35.84	\$7.16	\$16.75	\$0.00	\$59.75
8	90	\$35.84	\$7.16	\$16.75	\$0.00	\$59.75

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.16	\$7.16	\$1.40	\$0.00	\$28.72
2	60	\$24.19	\$7.16	\$1.40	\$0.00	\$32.75
3	70	\$28.22	\$7.16	\$13.95	\$0.00	\$49.33
4	75	\$30.24	\$7.16	\$13.95	\$0.00	\$51.35
5	80	\$32.26	\$7.16	\$15.35	\$0.00	\$54.77
6	80	\$32.26	\$7.16	\$15.35	\$0.00	\$54.77
7	90	\$36.29	\$7.16	\$16.75	\$0.00	\$60.20
8	90	\$36.29	\$7.16	\$16.75	\$0.00	\$60.20

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80

Step 1&2 \$26.46/ 3&4 31.82/ 5&6 50.38/ 7&8 \$55.77

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
CARPENTERS-ZONE 3 (Wood Frame)	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17
All Aspects of New Wood Frame Work						

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
2	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
3	65	\$15.38	\$7.21	\$0.00	\$0.00	\$22.59
4	70	\$16.56	\$7.21	\$0.00	\$0.00	\$23.77
5	75	\$17.75	\$7.21	\$3.80	\$0.00	\$28.76
6	80	\$18.93	\$7.21	\$3.80	\$0.00	\$29.94
7	85	\$20.11	\$7.21	\$3.80	\$0.00	\$31.12
8	90	\$21.29	\$7.21	\$3.80	\$0.00	\$32.30

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
2	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
3	65	\$15.70	\$7.21	\$0.00	\$0.00	\$22.91
4	70	\$16.91	\$7.21	\$0.00	\$0.00	\$24.12
5	75	\$18.12	\$7.21	\$3.80	\$0.00	\$29.13
6	80	\$19.33	\$7.21	\$3.80	\$0.00	\$30.34
7	85	\$20.54	\$7.21	\$3.80	\$0.00	\$31.55
8	90	\$21.74	\$7.21	\$3.80	\$0.00	\$32.75

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$17.86/ 3&4 \$20.22/ 5&6 \$27.57/ 7&8 \$29.94

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	01/01/2023	\$44.81	\$12.70	\$17.97	\$0.87	\$76.35
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	07/01/2023	\$45.82	\$12.70	\$17.97	\$0.87	\$77.36
	01/01/2024	\$46.83	\$12.70	\$17.97	\$0.87	\$78.37

Apprentice - CEMENT MASONRY/PLASTERING - Springfield/Pittsfield

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.41	\$12.70	\$15.49	\$0.00	\$50.60
2	60	\$26.89	\$12.70	\$17.97	\$0.87	\$58.43
3	65	\$29.13	\$12.70	\$17.97	\$0.87	\$60.67
4	70	\$31.37	\$12.70	\$17.97	\$0.87	\$62.91
5	75	\$33.61	\$12.70	\$17.97	\$0.87	\$65.15
6	80	\$35.85	\$12.70	\$17.97	\$0.87	\$67.39
7	90	\$40.33	\$12.70	\$17.97	\$0.87	\$71.87

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.91	\$12.70	\$15.49	\$0.00	\$51.10
2	60	\$27.49	\$12.70	\$17.97	\$0.87	\$59.03
3	65	\$29.78	\$12.70	\$17.97	\$0.87	\$61.32
4	70	\$32.07	\$12.70	\$17.97	\$0.87	\$63.61
5	75	\$34.37	\$12.70	\$17.97	\$0.87	\$65.91
6	80	\$36.66	\$12.70	\$17.97	\$0.87	\$68.20
7	90	\$41.24	\$12.70	\$17.97	\$0.87	\$72.78

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
LABORERS - ZONE 4 (BUILDING & SITE)	06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
	12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
	06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
	12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52
For apprentice rates see "Apprentice- LABORER"						
COMPRESSOR OPERATOR	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR	12/01/2022	\$41.71	\$13.38	\$15.00	\$0.00	\$70.09
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$42.66	\$13.38	\$15.00	\$0.00	\$71.04
	12/01/2023	\$43.61	\$13.38	\$15.00	\$0.00	\$71.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE)	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
PAINTERS LOCAL 35 - ZONE 3	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$8.65	\$0.00	\$0.00	\$37.28
2	55	\$31.49	\$8.65	\$6.27	\$0.00	\$46.41
3	60	\$34.36	\$8.65	\$6.84	\$0.00	\$49.85
4	65	\$37.22	\$8.65	\$7.41	\$0.00	\$53.28
5	70	\$40.08	\$8.65	\$19.63	\$0.00	\$68.36
6	75	\$42.95	\$8.65	\$20.20	\$0.00	\$71.80
7	80	\$45.81	\$8.65	\$20.77	\$0.00	\$75.23
8	90	\$51.53	\$8.65	\$21.91	\$0.00	\$82.09

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
LABORERS - ZONE 4 (BUILDING & SITE)	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
LABORERS - ZONE 4 (BUILDING & SITE)	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
LABORERS - ZONE 4 (BUILDING & SITE)	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
LABORERS - ZONE 4 (BUILDING & SITE)	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN (Including Core Drilling) <i>ELECTRICIANS LOCAL 7</i>	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47

Apprentice - ELECTRICIAN - Local 7

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.80	\$7.50	\$0.56	\$0.00	\$26.86
2	45	\$21.15	\$7.50	\$0.63	\$0.00	\$29.28
3	50	\$23.51	\$12.50	\$7.26	\$0.00	\$43.27
4	55	\$25.86	\$12.50	\$7.33	\$0.00	\$45.69
5	65	\$30.56	\$12.50	\$9.27	\$0.00	\$52.33
6	70	\$32.91	\$12.50	\$10.54	\$0.00	\$55.95

Notes:

Steps 1-2 are 1000 hrs; Steps 3-6 are 1500 hrs.

Apprentice to Journeyworker Ratio:2:3****

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2022	\$58.62	\$16.03	\$20.21	\$0.00	\$94.86
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Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.31	\$16.03	\$0.00	\$0.00	\$45.34
2	55	\$32.24	\$16.03	\$20.21	\$0.00	\$68.48
3	65	\$38.10	\$16.03	\$20.21	\$0.00	\$74.34
4	70	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
5	80	\$46.90	\$16.03	\$20.21	\$0.00	\$83.14

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2022	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
<i>ELEVATOR CONSTRUCTORS LOCAL 41</i>						

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & BEAM RAIL ERECTOR	12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
<i>LABORERS - ZONE 4 (BUILDING & SITE)</i>						
	06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
	12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
	06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
	12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52

For apprentice rates see "Apprentice- LABORER"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	12/01/2022	\$31.65	\$9.35	\$14.94	\$0.00	\$55.94
<i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>						
	06/01/2023	\$32.47	\$9.35	\$14.94	\$0.00	\$56.76
	12/01/2023	\$33.28	\$9.35	\$14.94	\$0.00	\$57.57
	06/01/2024	\$34.47	\$9.35	\$14.94	\$0.00	\$58.76
	12/01/2024	\$35.65	\$9.35	\$14.94	\$0.00	\$59.94
	06/01/2025	\$36.89	\$9.35	\$14.94	\$0.00	\$61.18
	12/01/2025	\$38.12	\$9.35	\$14.94	\$0.00	\$62.41
	06/01/2026	\$40.16	\$9.35	\$14.94	\$0.00	\$64.45
	12/01/2026	\$41.45	\$9.35	\$14.94	\$0.00	\$65.74

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
<i>OPERATING ENGINEERS LOCAL 98</i>						

FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
<i>OPERATING ENGINEERS LOCAL 98</i>						

FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
<i>OPERATING ENGINEERS LOCAL 98</i>						

FIRE ALARM INSTALLER	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
<i>ELECTRICIANS LOCAL 7</i>						

For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINTENANCE	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
<i>/ COMMISSIONINGELECTRICIANS</i>						

LOCAL 7

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.61	\$12.47	\$14.50	\$0.00	\$49.58
2	70	\$26.38	\$12.47	\$14.50	\$0.00	\$53.35
3	80	\$30.14	\$12.47	\$14.50	\$0.00	\$57.11
4	90	\$33.91	\$12.47	\$14.50	\$0.00	\$60.88

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.18	\$12.47	\$14.50	\$0.00	\$50.15
2	70	\$27.04	\$12.47	\$14.50	\$0.00	\$54.01
3	80	\$30.90	\$12.47	\$14.50	\$0.00	\$57.87
4	90	\$34.77	\$12.47	\$14.50	\$0.00	\$61.74

Notes:

Steps 1-2 are 1000 hrs.; Steps 3-4 are 2000 hrs.

Apprentice to Journeyworker Ratio:1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/01/2022	\$25.23	\$9.35	\$14.94	\$0.00	\$49.52
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	06/01/2023	\$25.98	\$9.35	\$14.94	\$0.00	\$50.27
	12/01/2023	\$25.98	\$9.35	\$14.94	\$0.00	\$50.27
	06/01/2024	\$27.01	\$9.35	\$14.94	\$0.00	\$51.30
	12/01/2024	\$27.01	\$9.35	\$14.94	\$0.00	\$51.30
	06/01/2025	\$28.09	\$9.35	\$14.94	\$0.00	\$52.38
	12/01/2025	\$28.09	\$9.35	\$14.94	\$0.00	\$52.38
	06/01/2026	\$29.21	\$9.35	\$14.94	\$0.00	\$53.50
	12/01/2026	\$29.21	\$9.35	\$14.94	\$0.00	\$53.50

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

FLOORCOVERER	03/01/2022	\$39.22	\$7.16	\$18.15	\$0.00	\$64.53
FLOORCOVERERS LOCAL 2168 ZONE III						

Apprentice - FLOORCOVERER - Local 2168 Zone III

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.61	\$7.16	\$1.40	\$0.00	\$28.17
2	55	\$21.57	\$7.16	\$1.40	\$0.00	\$30.13
3	60	\$23.53	\$7.16	\$13.95	\$0.00	\$44.64
4	65	\$25.49	\$7.16	\$13.95	\$0.00	\$46.60
5	70	\$27.45	\$7.16	\$15.35	\$0.00	\$49.96
6	75	\$29.42	\$7.16	\$15.35	\$0.00	\$51.93
7	80	\$31.38	\$7.16	\$16.75	\$0.00	\$55.29
8	85	\$33.34	\$7.16	\$16.75	\$0.00	\$57.25

Notes: Steps are 750 hrs.

% After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$26.21/ 3&4 \$31.49/ 5&6 \$49.96/ 7&8 \$55.29

Apprentice to Journeyworker Ratio:1:1

FORK LIFT	12/01/2022	\$37.90	\$13.38	\$15.00	\$0.00	\$66.28
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$38.85	\$13.38	\$15.00	\$0.00	\$67.23
	12/01/2023	\$39.80	\$13.38	\$15.00	\$0.00	\$68.18

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATORS/LIGHTING PLANTS	12/01/2022	\$34.45	\$13.38	\$15.00	\$0.00	\$62.83
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$35.40	\$13.38	\$15.00	\$0.00	\$63.78
	12/01/2023	\$36.35	\$13.38	\$15.00	\$0.00	\$64.73

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43
GLAZIERS LOCAL 1333						

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GRADER/TRENCHING MACHINE/DERRICK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2023	\$41.30	\$10.64	\$17.54	\$2.05	\$71.53
	07/01/2023	\$42.55	\$10.64	\$17.54	\$2.05	\$72.78
	01/01/2024	\$43.80	\$10.64	\$17.54	\$2.05	\$74.03
	07/01/2024	\$45.05	\$10.64	\$17.54	\$2.05	\$75.28
	01/01/2025	\$46.30	\$10.64	\$17.54	\$2.05	\$76.53
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 7</i>	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2023	\$41.30	\$10.64	\$17.54	\$2.05	\$71.53
	07/01/2023	\$42.55	\$10.64	\$17.54	\$2.05	\$72.78
	01/01/2024	\$43.80	\$10.64	\$17.54	\$2.05	\$74.03
	07/01/2024	\$45.05	\$10.64	\$17.54	\$2.05	\$75.28
	01/01/2025	\$46.30	\$10.64	\$17.54	\$2.05	\$76.53
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION</i>	09/17/2022	\$45.71	\$9.55	\$17.10	\$0.00	\$72.36
	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION</i>	09/17/2022	\$45.71	\$9.55	\$17.10	\$0.00	\$72.36
	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2022	\$32.15	\$9.35	\$14.94	\$0.00	\$56.44
	06/01/2023	\$32.97	\$9.35	\$14.94	\$0.00	\$57.26
	12/01/2023	\$33.78	\$9.35	\$14.94	\$0.00	\$58.07
	06/01/2024	\$34.97	\$9.35	\$14.94	\$0.00	\$59.26
	12/01/2024	\$36.15	\$9.35	\$14.94	\$0.00	\$60.44
	06/01/2025	\$37.39	\$9.35	\$14.94	\$0.00	\$61.68
	12/01/2025	\$38.62	\$9.35	\$14.94	\$0.00	\$62.91
	06/01/2026	\$40.66	\$9.35	\$14.94	\$0.00	\$64.95
	12/01/2026	\$41.95	\$9.35	\$14.94	\$0.00	\$66.24
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	09/01/2022	\$44.05	\$13.80	\$17.14	\$0.00	\$74.99

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Springfield

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.03	\$13.80	\$12.42	\$0.00	\$48.25
2	60	\$26.43	\$13.80	\$13.36	\$0.00	\$53.59
3	70	\$30.84	\$13.80	\$14.31	\$0.00	\$58.95
4	80	\$35.24	\$13.80	\$15.25	\$0.00	\$64.29

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER	07/01/2019	\$31.55	\$6.75	\$19.66	\$0.00	\$57.96
IRONWORKERS LOCAL 12						

Apprentice - IRONWORKER - Local 12

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.93	\$6.75	\$3.50	\$0.00	\$29.18
2	70	\$22.09	\$6.75	\$14.64	\$0.00	\$43.48
3	80	\$25.24	\$6.75	\$16.22	\$0.00	\$48.21
4	90	\$28.40	\$6.75	\$17.82	\$0.00	\$52.97

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
LABORERS - ZONE 4 (BUILDING & SITE)						
	06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
	12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
	06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
	12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52

For apprentice rates see "Apprentice- LABORER"

LABORER	12/01/2022	\$30.29	\$9.10	\$13.62	\$0.00	\$53.01
LABORERS - ZONE 4 (BUILDING & SITE)						
	06/01/2023	\$31.11	\$9.10	\$13.62	\$0.00	\$53.83
	12/01/2023	\$31.92	\$9.10	\$13.62	\$0.00	\$54.64
	06/01/2024	\$32.74	\$9.10	\$13.62	\$0.00	\$55.46
	12/01/2024	\$33.55	\$9.10	\$13.62	\$0.00	\$56.27

Apprentice - LABORER - Zone 4 Building and Site

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.17	\$9.10	\$13.62	\$0.00	\$40.89
2	70	\$21.20	\$9.10	\$13.62	\$0.00	\$43.92
3	80	\$24.23	\$9.10	\$13.62	\$0.00	\$46.95
4	90	\$27.26	\$9.10	\$13.62	\$0.00	\$49.98

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.67	\$9.10	\$13.62	\$0.00	\$41.39
2	70	\$21.78	\$9.10	\$13.62	\$0.00	\$44.50
3	80	\$24.89	\$9.10	\$13.62	\$0.00	\$47.61
4	90	\$28.00	\$9.10	\$13.62	\$0.00	\$50.72

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2022	\$31.40	\$9.35	\$14.94	\$0.00	\$55.69
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	06/01/2023	\$32.22	\$9.35	\$14.94	\$0.00	\$56.51
	12/01/2023	\$33.03	\$9.35	\$14.94	\$0.00	\$57.32
	06/01/2024	\$34.22	\$9.35	\$14.94	\$0.00	\$58.51
	12/01/2024	\$35.40	\$9.35	\$14.94	\$0.00	\$59.69
	06/01/2025	\$36.64	\$9.35	\$14.94	\$0.00	\$60.93
	12/01/2025	\$37.87	\$9.35	\$14.94	\$0.00	\$62.16
	06/01/2026	\$39.91	\$9.35	\$14.94	\$0.00	\$64.20
	12/01/2026	\$41.20	\$9.35	\$14.94	\$0.00	\$65.49

Apprentice - LABORER (Heavy and Highway) - Zone 4

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.84	\$9.35	\$14.94	\$0.00	\$43.13
2	70	\$21.98	\$9.35	\$14.94	\$0.00	\$46.27
3	80	\$25.12	\$9.35	\$14.94	\$0.00	\$49.41
4	90	\$28.26	\$9.35	\$14.94	\$0.00	\$52.55

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.33	\$9.35	\$14.94	\$0.00	\$43.62
2	70	\$22.55	\$9.35	\$14.94	\$0.00	\$46.84
3	80	\$25.78	\$9.35	\$14.94	\$0.00	\$50.07
4	90	\$29.00	\$9.35	\$14.94	\$0.00	\$53.29

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2022	\$30.29	\$9.10	\$13.62	\$0.00	\$53.01
	06/01/2023	\$31.11	\$9.10	\$13.62	\$0.00	\$53.83
	12/01/2023	\$31.92	\$9.10	\$13.62	\$0.00	\$54.64
	06/01/2024	\$32.74	\$9.10	\$13.62	\$0.00	\$55.46
	12/01/2024	\$33.55	\$9.10	\$13.62	\$0.00	\$56.27
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2022	\$30.29	\$9.10	\$13.62	\$0.00	\$53.01
	06/01/2023	\$31.11	\$9.10	\$13.62	\$0.00	\$53.83
	12/01/2023	\$31.92	\$9.10	\$13.62	\$0.00	\$54.64
	06/01/2024	\$32.74	\$9.10	\$13.62	\$0.00	\$55.46
	12/01/2024	\$33.55	\$9.10	\$13.62	\$0.00	\$56.27
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2022	\$30.36	\$9.10	\$13.91	\$0.00	\$53.37
	06/01/2023	\$31.18	\$9.10	\$13.91	\$0.00	\$54.19
	12/01/2023	\$31.99	\$9.10	\$13.91	\$0.00	\$55.00
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2022	\$32.29	\$9.10	\$13.62	\$0.00	\$55.01
	06/01/2023	\$33.11	\$9.10	\$13.62	\$0.00	\$55.83
	12/01/2023	\$33.92	\$9.10	\$13.62	\$0.00	\$56.64
	06/01/2024	\$34.74	\$9.10	\$13.62	\$0.00	\$57.46
	12/01/2024	\$35.55	\$9.10	\$13.62	\$0.00	\$58.27
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2022	\$31.65	\$9.35	\$14.94	\$0.00	\$55.94
	06/01/2023	\$32.47	\$9.35	\$14.94	\$0.00	\$56.76
	12/01/2023	\$33.28	\$9.35	\$14.94	\$0.00	\$57.57
	06/01/2024	\$34.47	\$9.35	\$14.94	\$0.00	\$58.76
	12/01/2024	\$35.65	\$9.35	\$14.94	\$0.00	\$59.94
	06/01/2025	\$36.89	\$9.35	\$14.94	\$0.00	\$61.18
	12/01/2025	\$38.12	\$9.35	\$14.94	\$0.00	\$62.41
	06/01/2026	\$40.16	\$9.35	\$14.94	\$0.00	\$64.45
	12/01/2026	\$41.45	\$9.35	\$14.94	\$0.00	\$65.74
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2022	\$30.29	\$9.10	\$13.62	\$0.00	\$53.01
	06/01/2023	\$31.11	\$9.10	\$13.62	\$0.00	\$53.83
	12/01/2023	\$31.92	\$9.10	\$13.62	\$0.00	\$54.64
	06/01/2024	\$32.74	\$9.10	\$13.62	\$0.00	\$55.46
	12/01/2024	\$33.55	\$9.10	\$13.62	\$0.00	\$56.27
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2022	\$30.29	\$9.10	\$13.62	\$0.00	\$53.01
	06/01/2023	\$31.11	\$9.10	\$13.62	\$0.00	\$53.83
	12/01/2023	\$31.92	\$9.10	\$13.62	\$0.00	\$54.64
	06/01/2024	\$32.74	\$9.10	\$13.62	\$0.00	\$55.46
	12/01/2024	\$33.55	\$9.10	\$13.62	\$0.00	\$56.27
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
	06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
	12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
	06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
	12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2022	\$31.65	\$9.35	\$14.94	\$0.00	\$55.94
	06/01/2023	\$32.47	\$9.35	\$14.94	\$0.00	\$56.76
	12/01/2023	\$33.28	\$9.35	\$14.94	\$0.00	\$57.57
	06/01/2024	\$34.47	\$9.35	\$14.94	\$0.00	\$58.76
	12/01/2024	\$35.65	\$9.35	\$14.94	\$0.00	\$59.94
	06/01/2025	\$36.89	\$9.35	\$14.94	\$0.00	\$61.18
	12/01/2025	\$38.12	\$9.35	\$14.94	\$0.00	\$62.41
	06/01/2026	\$40.16	\$9.35	\$14.94	\$0.00	\$64.45
	12/01/2026	\$41.45	\$9.35	\$14.94	\$0.00	\$65.74
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS	02/01/2023	\$39.73	\$11.49	\$19.53	\$0.00	\$70.75
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2023	\$41.37	\$11.49	\$19.53	\$0.00	\$72.39
	02/01/2024	\$42.37	\$11.49	\$19.53	\$0.00	\$73.39
	08/01/2024	\$44.05	\$11.49	\$19.53	\$0.00	\$75.07
	02/01/2025	\$45.90	\$11.49	\$19.53	\$0.00	\$76.92
	08/01/2025	\$46.81	\$11.49	\$19.53	\$0.00	\$77.83
	02/01/2026	\$47.89	\$11.49	\$19.53	\$0.00	\$78.91
	08/01/2026	\$49.65	\$11.49	\$19.53	\$0.00	\$80.67
	02/01/2027	\$50.77	\$11.49	\$19.53	\$0.00	\$81.79

Apprentice - MARBLE-TILE FINISHER-Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.87	\$11.49	\$19.53	\$0.00	\$50.89
2	60	\$23.84	\$11.49	\$19.53	\$0.00	\$54.86
3	70	\$27.81	\$11.49	\$19.53	\$0.00	\$58.83
4	80	\$31.78	\$11.49	\$19.53	\$0.00	\$62.80
5	90	\$35.76	\$11.49	\$19.53	\$0.00	\$66.78

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.69	\$11.49	\$19.53	\$0.00	\$51.71
2	60	\$24.82	\$11.49	\$19.53	\$0.00	\$55.84
3	70	\$28.96	\$11.49	\$19.53	\$0.00	\$59.98
4	80	\$33.10	\$11.49	\$19.53	\$0.00	\$64.12
5	90	\$37.23	\$11.49	\$19.53	\$0.00	\$68.25

Notes:

Apprentice to Journeyworker Ratio:1:5

MARBLE MASON/TILE LAYER(SP/PT)SeeBrick

BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE

See "BRICK/STONE/ARTIFICIAL MASONRY(INCL.MASONRY WATERPROOFING)

MECH. SWEEPER OPERATOR (ON CONST. SITES)

OPERATING ENGINEERS LOCAL 98

12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANIC/WELDER/BOOM TRUCK

OPERATING ENGINEERS LOCAL 98

12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 3)

MILLWRIGHTS LOCAL 1121 - Zone 3

01/02/2023	\$40.16	\$8.58	\$21.57	\$0.00	\$70.31
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
Apprentice - MILLWRIGHT - Local 1121 Zone 3							
Effective Date - 01/02/2023							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	55	\$22.09	\$8.58	\$5.72	\$0.00	\$36.39	
2	65	\$26.10	\$8.58	\$17.93	\$0.00	\$52.61	
3	75	\$30.12	\$8.58	\$18.98	\$0.00	\$57.68	
4	85	\$34.14	\$8.58	\$20.01	\$0.00	\$62.73	
<div>Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66) Steps are 2,000 hours</div>							
Apprentice to Journeyworker Ratio:1:4							
<hr/>							
MORTAR MIXER		12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
LABORERS - ZONE 4 (BUILDING & SITE)		06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
		12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
		06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
		12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52
For apprentice rates see "Apprentice- LABORER"							
OILER		12/01/2022	\$33.37	\$13.38	\$15.00	\$0.00	\$61.75
OPERATING ENGINEERS LOCAL 98		06/01/2023	\$34.32	\$13.38	\$15.00	\$0.00	\$62.70
		12/01/2023	\$35.27	\$13.38	\$15.00	\$0.00	\$63.65
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OTHER POWER DRIVEN EQUIPMENT - CLASS VI		12/01/2022	\$32.80	\$12.47	\$14.50	\$0.00	\$59.77
OPERATING ENGINEERS LOCAL 98		06/01/2023	\$33.75	\$12.47	\$14.50	\$0.00	\$60.72
		12/01/2023	\$34.70	\$12.47	\$14.50	\$0.00	\$61.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PAINTER (BRIDGES/TANKS)		01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
PAINTERS LOCAL 35 - ZONE 3		07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
		01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
		07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
		01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$8.65	\$0.00	\$0.00	\$37.28
2	55	\$31.49	\$8.65	\$6.27	\$0.00	\$46.41
3	60	\$34.36	\$8.65	\$6.84	\$0.00	\$49.85
4	65	\$37.22	\$8.65	\$7.41	\$0.00	\$53.28
5	70	\$40.08	\$8.65	\$19.63	\$0.00	\$68.36
6	75	\$42.95	\$8.65	\$20.20	\$0.00	\$71.80
7	80	\$45.81	\$8.65	\$20.77	\$0.00	\$75.23
8	90	\$51.53	\$8.65	\$21.91	\$0.00	\$82.09

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2023	\$38.93	\$8.65	\$19.15	\$0.00	\$66.73
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.PAINTERS LOCAL 35 - ZONE 3	07/01/2023	\$39.98	\$8.65	\$19.15	\$0.00	\$67.78
	01/01/2024	\$41.08	\$8.65	\$19.15	\$0.00	\$68.88
	07/01/2024	\$42.13	\$8.65	\$19.15	\$0.00	\$69.93
	01/01/2025	\$43.23	\$8.65	\$19.15	\$0.00	\$71.03

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - New

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.47	\$8.65	\$0.00	\$0.00	\$28.12
2	55	\$21.41	\$8.65	\$4.13	\$0.00	\$34.19
3	60	\$23.36	\$8.65	\$4.50	\$0.00	\$36.51
4	65	\$25.30	\$8.65	\$4.88	\$0.00	\$38.83
5	70	\$27.25	\$8.65	\$16.90	\$0.00	\$52.80
6	75	\$29.20	\$8.65	\$17.28	\$0.00	\$55.13
7	80	\$31.14	\$8.65	\$17.65	\$0.00	\$57.44
8	90	\$35.04	\$8.65	\$18.40	\$0.00	\$62.09

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.99	\$8.65	\$0.00	\$0.00	\$28.64
2	55	\$21.99	\$8.65	\$4.13	\$0.00	\$34.77
3	60	\$23.99	\$8.65	\$4.50	\$0.00	\$37.14
4	65	\$25.99	\$8.65	\$4.88	\$0.00	\$39.52
5	70	\$27.99	\$8.65	\$16.90	\$0.00	\$53.54
6	75	\$29.99	\$8.65	\$17.28	\$0.00	\$55.92
7	80	\$31.98	\$8.65	\$17.65	\$0.00	\$58.28
8	90	\$35.98	\$8.65	\$18.40	\$0.00	\$63.03

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2023	\$36.25	\$8.65	\$19.15	\$0.00	\$64.05
PAINTERS LOCAL 35 - ZONE 3	07/01/2023	\$37.30	\$8.65	\$19.15	\$0.00	\$65.10
	01/01/2024	\$38.40	\$8.65	\$19.15	\$0.00	\$66.20
	07/01/2024	\$39.45	\$8.65	\$19.15	\$0.00	\$67.25
	01/01/2025	\$40.55	\$8.65	\$19.15	\$0.00	\$68.35

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - Repaint

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.13	\$8.65	\$0.00	\$0.00	\$26.78
2	55	\$19.94	\$8.65	\$4.13	\$0.00	\$32.72
3	60	\$21.75	\$8.65	\$4.50	\$0.00	\$34.90
4	65	\$23.56	\$8.65	\$4.88	\$0.00	\$37.09
5	70	\$25.38	\$8.65	\$16.90	\$0.00	\$50.93
6	75	\$27.19	\$8.65	\$17.28	\$0.00	\$53.12
7	80	\$29.00	\$8.65	\$17.65	\$0.00	\$55.30
8	90	\$32.63	\$8.65	\$18.40	\$0.00	\$59.68

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.65	\$8.65	\$0.00	\$0.00	\$27.30
2	55	\$20.52	\$8.65	\$4.13	\$0.00	\$33.30
3	60	\$22.38	\$8.65	\$4.50	\$0.00	\$35.53
4	65	\$24.25	\$8.65	\$4.88	\$0.00	\$37.78
5	70	\$26.11	\$8.65	\$16.90	\$0.00	\$51.66
6	75	\$27.98	\$8.65	\$17.28	\$0.00	\$53.91
7	80	\$29.84	\$8.65	\$17.65	\$0.00	\$56.14
8	90	\$33.57	\$8.65	\$18.40	\$0.00	\$60.62

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2023	\$37.53	\$8.65	\$19.15	\$0.00	\$65.33
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.PAINTERS LOCAL 35 - ZONE 3	07/01/2023	\$38.58	\$8.65	\$19.15	\$0.00	\$66.38
	01/01/2024	\$39.68	\$8.65	\$19.15	\$0.00	\$67.48
	07/01/2024	\$40.73	\$8.65	\$19.15	\$0.00	\$68.53
	01/01/2025	\$41.83	\$8.65	\$19.15	\$0.00	\$69.63

Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.77	\$8.65	\$0.00	\$0.00	\$27.42
2	55	\$20.64	\$8.65	\$4.13	\$0.00	\$33.42
3	60	\$22.52	\$8.65	\$4.50	\$0.00	\$35.67
4	65	\$24.39	\$8.65	\$4.88	\$0.00	\$37.92
5	70	\$26.27	\$8.65	\$16.90	\$0.00	\$51.82
6	75	\$28.15	\$8.65	\$17.28	\$0.00	\$54.08
7	80	\$30.02	\$8.65	\$17.65	\$0.00	\$56.32
8	90	\$33.78	\$8.65	\$18.40	\$0.00	\$60.83

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.29	\$8.65	\$0.00	\$0.00	\$27.94
2	55	\$21.22	\$8.65	\$4.13	\$0.00	\$34.00
3	60	\$23.15	\$8.65	\$4.50	\$0.00	\$36.30
4	65	\$25.08	\$8.65	\$4.88	\$0.00	\$38.61
5	70	\$27.01	\$8.65	\$16.90	\$0.00	\$52.56
6	75	\$28.94	\$8.65	\$17.28	\$0.00	\$54.87
7	80	\$30.86	\$8.65	\$17.65	\$0.00	\$57.16
8	90	\$34.72	\$8.65	\$18.40	\$0.00	\$61.77

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2023	\$34.85	\$8.65	\$19.15	\$0.00	\$62.65
PAINTERS LOCAL 35 - ZONE 3	07/01/2023	\$35.90	\$8.65	\$19.15	\$0.00	\$63.70
	01/01/2024	\$37.00	\$8.65	\$19.15	\$0.00	\$64.80
	07/01/2024	\$38.05	\$8.65	\$19.15	\$0.00	\$65.85
	01/01/2025	\$39.15	\$8.65	\$19.15	\$0.00	\$66.95

Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.43	\$8.65	\$0.00	\$0.00	\$26.08
2	55	\$19.17	\$8.65	\$4.13	\$0.00	\$31.95
3	60	\$20.91	\$8.65	\$4.50	\$0.00	\$34.06
4	65	\$22.65	\$8.65	\$4.88	\$0.00	\$36.18
5	70	\$24.40	\$8.65	\$16.90	\$0.00	\$49.95
6	75	\$26.14	\$8.65	\$17.28	\$0.00	\$52.07
7	80	\$27.88	\$8.65	\$17.65	\$0.00	\$54.18
8	90	\$31.37	\$8.65	\$18.40	\$0.00	\$58.42

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.95	\$8.65	\$0.00	\$0.00	\$26.60
2	55	\$19.75	\$8.65	\$4.13	\$0.00	\$32.53
3	60	\$21.54	\$8.65	\$4.50	\$0.00	\$34.69
4	65	\$23.34	\$8.65	\$4.88	\$0.00	\$36.87
5	70	\$25.13	\$8.65	\$16.90	\$0.00	\$50.68
6	75	\$26.93	\$8.65	\$17.28	\$0.00	\$52.86
7	80	\$28.72	\$8.65	\$17.65	\$0.00	\$55.02
8	90	\$32.31	\$8.65	\$18.40	\$0.00	\$59.36

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2022	\$31.40	\$9.35	\$14.94	\$0.00	\$55.69
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	06/01/2023	\$32.22	\$9.35	\$14.94	\$0.00	\$56.51
	12/01/2023	\$33.03	\$9.35	\$14.94	\$0.00	\$57.32
	06/01/2024	\$34.22	\$9.35	\$14.94	\$0.00	\$58.51
	12/01/2024	\$35.40	\$9.35	\$14.94	\$0.00	\$59.69
	06/01/2025	\$36.64	\$9.35	\$14.94	\$0.00	\$60.93
	12/01/2025	\$37.87	\$9.35	\$14.94	\$0.00	\$62.16
	06/01/2026	\$39.91	\$9.35	\$14.94	\$0.00	\$64.20
	12/01/2026	\$41.20	\$9.35	\$14.94	\$0.00	\$65.49
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05
PILE DRIVER LOCAL 56 (ZONE 3)						
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05
PILE DRIVER LOCAL 56 (ZONE 3)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PILE DRIVER - Local 56 Zone 3						
Effective Date - 08/01/2020						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<div> Notes: Apprentice wages shall be no less than the following Steps; (Same as set in Zone 1) 1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68 </div>						
Apprentice to Journeyworker Ratio:1:5						
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PIPELAYER		12/01/2022	\$30.54	\$9.10	\$13.62	\$53.26
<i>LABORERS - ZONE 4 (BUILDING & SITE)</i>		06/01/2023	\$31.36	\$9.10	\$13.62	\$54.08
		12/01/2023	\$32.17	\$9.10	\$13.62	\$54.89
		06/01/2024	\$32.99	\$9.10	\$13.62	\$55.71
		12/01/2024	\$33.80	\$9.10	\$13.62	\$56.52
For apprentice rates see "Apprentice- LABORER"						
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PIPELAYER (HEAVY & HIGHWAY)		12/01/2022	\$31.65	\$9.35	\$14.94	\$55.94
<i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>		06/01/2023	\$32.47	\$9.35	\$14.94	\$56.76
		12/01/2023	\$33.28	\$9.35	\$14.94	\$57.57
		06/01/2024	\$34.47	\$9.35	\$14.94	\$58.76
		12/01/2024	\$35.65	\$9.35	\$14.94	\$59.94
		06/01/2025	\$36.89	\$9.35	\$14.94	\$61.18
		12/01/2025	\$38.12	\$9.35	\$14.94	\$62.41
		06/01/2026	\$40.16	\$9.35	\$14.94	\$64.45
		12/01/2026	\$41.45	\$9.35	\$14.94	\$65.74
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
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PLUMBER & PIPEFITTER		09/17/2022	\$45.71	\$9.55	\$17.10	\$72.36
<i>PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION</i>		03/17/2023	\$46.96	\$9.55	\$17.10	\$73.61
		09/17/2023	\$47.96	\$9.55	\$17.10	\$74.61
		03/17/2024	\$49.21	\$9.55	\$17.10	\$75.86

Apprentice - PLUMBER/PIPEFITTER - Local 104 Western

Effective Date - 09/17/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$20.57	\$9.55	\$10.10	\$0.00	\$40.22
2	50	\$22.86	\$9.55	\$10.10	\$0.00	\$42.51
3	55	\$25.14	\$9.55	\$10.10	\$0.00	\$44.79
4	60	\$27.43	\$9.55	\$10.10	\$0.00	\$47.08
5	65	\$29.71	\$9.55	\$10.10	\$0.00	\$49.36
6	70	\$32.00	\$9.55	\$10.10	\$0.00	\$51.65
7	75	\$34.28	\$9.55	\$10.10	\$0.00	\$53.93
8	80	\$36.57	\$9.55	\$10.10	\$0.00	\$56.22
9	80	\$36.57	\$9.55	\$17.10	\$0.00	\$63.22
10	80	\$36.57	\$9.55	\$17.10	\$0.00	\$63.22

Effective Date - 03/17/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.13	\$9.55	\$10.10	\$0.00	\$40.78
2	50	\$23.48	\$9.55	\$10.10	\$0.00	\$43.13
3	55	\$25.83	\$9.55	\$10.10	\$0.00	\$45.48
4	60	\$28.18	\$9.55	\$10.10	\$0.00	\$47.83
5	65	\$30.52	\$9.55	\$10.10	\$0.00	\$50.17
6	70	\$32.87	\$9.55	\$10.10	\$0.00	\$52.52
7	75	\$35.22	\$9.55	\$10.10	\$0.00	\$54.87
8	80	\$37.57	\$9.55	\$10.10	\$0.00	\$57.22
9	80	\$37.57	\$9.55	\$17.10	\$0.00	\$64.22
10	80	\$37.57	\$9.55	\$17.10	\$0.00	\$64.22

Notes: **1:1,2:5,3:9,4:12

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	09/17/2022	\$45.71	\$9.55	\$17.10	\$0.00	\$72.36
PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	12/01/2022	\$31.65	\$9.35	\$14.94	\$0.00	\$55.94
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	06/01/2023	\$32.47	\$9.35	\$14.94	\$0.00	\$56.76
	12/01/2023	\$33.28	\$9.35	\$14.94	\$0.00	\$57.57
	06/01/2024	\$34.47	\$9.35	\$14.94	\$0.00	\$58.76
	12/01/2024	\$35.65	\$9.35	\$14.94	\$0.00	\$59.94
	06/01/2025	\$36.89	\$9.35	\$14.94	\$0.00	\$61.18
	12/01/2025	\$38.12	\$9.35	\$14.94	\$0.00	\$62.41
	06/01/2026	\$40.16	\$9.35	\$14.94	\$0.00	\$64.45
	12/01/2026	\$41.45	\$9.35	\$14.94	\$0.00	\$65.74

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWDERMAN & BLASTER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2022	\$31.29	\$9.10	\$13.62	\$0.00	\$54.01
	06/01/2023	\$32.11	\$9.10	\$13.62	\$0.00	\$54.83
	12/01/2023	\$32.92	\$9.10	\$13.62	\$0.00	\$55.64
	06/01/2024	\$33.74	\$9.10	\$13.62	\$0.00	\$56.46
	12/01/2024	\$34.55	\$9.10	\$13.62	\$0.00	\$57.27
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2022	\$32.40	\$9.35	\$14.94	\$0.00	\$56.69
	06/01/2023	\$33.22	\$9.35	\$14.94	\$0.00	\$57.51
	12/01/2023	\$34.03	\$9.35	\$14.94	\$0.00	\$58.32
	06/01/2024	\$35.22	\$9.35	\$14.94	\$0.00	\$59.51
	12/01/2024	\$36.40	\$9.35	\$14.94	\$0.00	\$60.69
	06/01/2025	\$37.64	\$9.35	\$14.94	\$0.00	\$61.93
	12/01/2025	\$38.87	\$9.35	\$14.94	\$0.00	\$63.16
	06/01/2026	\$40.91	\$9.35	\$14.94	\$0.00	\$65.20
	12/01/2026	\$42.20	\$9.35	\$14.94	\$0.00	\$66.49
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 404 - Construction Service (Northampton)</i>	05/01/2020	\$22.44	\$11.07	\$6.50	\$0.00	\$40.01
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
	06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
	12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
	06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
	12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.07	\$13.38	\$15.00	\$0.00	\$65.45
	06/01/2023	\$38.02	\$13.38	\$15.00	\$0.00	\$66.40
	12/01/2023	\$38.97	\$13.38	\$15.00	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Coal tar pitch) <i>ROOFERS LOCAL 248</i>	07/01/2022	\$38.16	\$10.35	\$17.25	\$0.00	\$65.76
	07/01/2023	\$38.66	\$10.35	\$18.75	\$0.00	\$67.76
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roofers Waterproofing &Roofers Dampproofg) <i>ROOFERS LOCAL 248</i>	07/01/2022	\$37.66	\$10.35	\$16.75	\$0.00	\$64.76
	07/01/2023	\$39.16	\$10.35	\$18.25	\$0.00	\$67.76

Apprentice - ROOFER - Local 248

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.60	\$10.35	\$0.00	\$0.00	\$32.95
2	65	\$24.48	\$10.35	\$16.75	\$0.00	\$51.58
3	70	\$26.36	\$10.35	\$16.75	\$0.00	\$53.46
4	75	\$28.25	\$10.35	\$16.75	\$0.00	\$55.35
5	80	\$30.13	\$10.35	\$16.75	\$0.00	\$57.23
6	85	\$32.01	\$10.35	\$16.75	\$0.00	\$59.11
7	90	\$33.89	\$10.35	\$16.75	\$0.00	\$60.99
8	95	\$35.78	\$10.35	\$16.75	\$0.00	\$62.88

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.50	\$10.35	\$0.00	\$0.00	\$33.85
2	65	\$25.45	\$10.35	\$18.25	\$0.00	\$54.05
3	70	\$27.41	\$10.35	\$18.25	\$0.00	\$56.01
4	75	\$29.37	\$10.35	\$18.25	\$0.00	\$57.97
5	80	\$31.33	\$10.35	\$18.25	\$0.00	\$59.93
6	85	\$33.29	\$10.35	\$18.25	\$0.00	\$61.89
7	90	\$35.24	\$10.35	\$18.25	\$0.00	\$63.84
8	95	\$37.20	\$10.35	\$18.25	\$0.00	\$65.80

Notes:

Steps are 750 hrs.Roofer(Tear Off)1:1; Same as above

Apprentice to Journeyworker Ratio:1:3

ROOFER SLATE / TILE / PRECAST CONCRETE	07/01/2022	\$38.16	\$10.35	\$17.25	\$0.00	\$65.76
ROOFERS LOCAL 248	07/01/2023	\$38.66	\$10.35	\$18.75	\$0.00	\$67.76
For apprentice rates see "Apprentice- ROOFER"						
SCRAPER	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS)	12/01/2022	\$37.07	\$13.38	\$15.00	\$0.00	\$65.45
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$38.02	\$13.38	\$15.00	\$0.00	\$66.40
	12/01/2023	\$38.97	\$13.38	\$15.00	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-PROPELLED POWER BROOM	12/01/2022	\$34.45	\$13.38	\$15.00	\$0.00	\$62.83
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$35.40	\$13.38	\$15.00	\$0.00	\$63.78
	12/01/2023	\$36.35	\$13.38	\$15.00	\$0.00	\$64.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2023	\$41.30	\$10.64	\$17.54	\$2.05	\$71.53
	07/01/2023	\$42.55	\$10.64	\$17.54	\$2.05	\$72.78
	01/01/2024	\$43.80	\$10.64	\$17.54	\$2.05	\$74.03
	07/01/2024	\$45.05	\$10.64	\$17.54	\$2.05	\$75.28
	01/01/2025	\$46.30	\$10.64	\$17.54	\$2.05	\$76.53

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.59	\$4.79	\$4.76	\$0.92	\$29.06
2	50	\$20.65	\$5.32	\$5.29	\$1.03	\$32.29
3	55	\$22.72	\$5.85	\$5.82	\$1.13	\$35.52
4	60	\$24.78	\$6.38	\$6.35	\$1.23	\$38.74
5	65	\$26.85	\$6.92	\$6.88	\$1.33	\$41.98
6	70	\$28.91	\$7.45	\$7.41	\$1.44	\$45.21
7	75	\$30.98	\$7.98	\$7.94	\$1.54	\$48.44
8	80	\$33.04	\$8.51	\$15.42	\$1.64	\$58.61
9	85	\$35.11	\$9.04	\$15.95	\$1.74	\$61.84
10	90	\$37.17	\$9.58	\$16.48	\$1.85	\$65.08

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.15	\$4.79	\$4.76	\$0.92	\$29.62
2	50	\$21.28	\$5.32	\$5.29	\$1.03	\$32.92
3	55	\$23.40	\$5.85	\$5.82	\$1.13	\$36.20
4	60	\$25.53	\$6.38	\$6.35	\$1.23	\$39.49
5	65	\$27.66	\$6.92	\$6.88	\$1.33	\$42.79
6	70	\$29.79	\$7.45	\$7.41	\$1.44	\$46.09
7	75	\$31.91	\$7.98	\$7.94	\$1.54	\$49.37
8	80	\$34.04	\$8.51	\$15.42	\$1.64	\$59.61
9	85	\$36.17	\$9.04	\$15.95	\$1.74	\$62.90
10	90	\$38.30	\$9.58	\$16.48	\$1.85	\$66.21

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	04/01/2021	\$43.14	\$10.55	\$16.41	\$0.00	\$70.10

Apprentice - SPRINKLER FITTER - Local 669**Effective Date - 04/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.41	\$7.75	\$0.00	\$0.00	\$27.16
2	50	\$21.57	\$7.75	\$0.00	\$0.00	\$29.32
3	55	\$23.73	\$10.55	\$8.15	\$0.00	\$42.43
4	60	\$25.88	\$10.55	\$8.15	\$0.00	\$44.58
5	65	\$28.04	\$10.55	\$8.40	\$0.00	\$46.99
6	70	\$30.20	\$10.55	\$8.40	\$0.00	\$49.15
7	75	\$32.36	\$10.55	\$8.40	\$0.00	\$51.31
8	80	\$34.51	\$10.55	\$8.40	\$0.00	\$53.46
9	85	\$36.67	\$10.55	\$8.40	\$0.00	\$55.62
10	90	\$38.83	\$10.55	\$8.40	\$0.00	\$57.78

Notes:**Apprentice to Journeyworker Ratio:1:1**

TELECOMMUNICATION TECHNICIAN

01/01/2023

\$47.01

\$12.50

\$13.96

\$0.00

\$73.47

ELECTRICIANS LOCAL 7

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7**Effective Date - 01/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.80	\$7.35	\$0.56	\$0.00	\$26.71
2	45	\$21.15	\$7.35	\$0.63	\$0.00	\$29.13
3	50	\$23.51	\$12.25	\$7.20	\$0.00	\$42.96
4	55	\$25.86	\$12.25	\$7.27	\$0.00	\$45.38
5	65	\$30.56	\$12.25	\$9.14	\$0.00	\$51.95
6	70	\$32.91	\$12.25	\$10.37	\$0.00	\$55.53

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS

02/01/2023

\$59.29

\$11.49

\$22.34

\$0.00

\$93.12

BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE

08/01/2023

\$61.34

\$11.49

\$22.34

\$0.00

\$95.17

02/01/2024

\$62.59

\$11.49

\$22.34

\$0.00

\$96.42

08/01/2024

\$64.69

\$11.49

\$22.34

\$0.00

\$98.52

02/01/2025

\$65.99

\$11.49

\$22.34

\$0.00

\$99.82

08/01/2025

\$68.14

\$11.49

\$22.34

\$0.00

\$101.97

02/10/2026

\$69.49

\$11.49

\$22.34

\$0.00

\$103.32

08/01/2026

\$71.69

\$11.49

\$22.34

\$0.00

\$105.52

02/01/2027

\$73.09

\$11.49

\$22.34

\$0.00

\$106.92

Apprentice - TERRAZZO FINISHER-Local 3 Marble/Tile (Spr/Ptt)

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.65	\$11.49	\$22.34	\$0.00	\$63.48
2	60	\$35.57	\$11.49	\$22.34	\$0.00	\$69.40
3	70	\$41.50	\$11.49	\$22.34	\$0.00	\$75.33
4	80	\$47.43	\$11.49	\$22.34	\$0.00	\$81.26
5	90	\$53.36	\$11.49	\$22.34	\$0.00	\$87.19

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.67	\$11.49	\$22.34	\$0.00	\$64.50
2	60	\$36.80	\$11.49	\$22.34	\$0.00	\$70.63
3	70	\$42.94	\$11.49	\$22.34	\$0.00	\$76.77
4	80	\$49.07	\$11.49	\$22.34	\$0.00	\$82.90
5	90	\$55.21	\$11.49	\$22.34	\$0.00	\$89.04

Notes:

Apprentice to Journeyworker Ratio:1:5

TERRAZZO MECHANIC	02/01/2023	\$60.37	\$11.49	\$22.31	\$0.00	\$94.17
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2023	\$62.42	\$11.49	\$22.31	\$0.00	\$96.22
	02/01/2024	\$63.67	\$11.49	\$22.31	\$0.00	\$97.47
	08/01/2024	\$65.77	\$11.49	\$22.31	\$0.00	\$99.57
	02/01/2025	\$67.07	\$11.49	\$22.31	\$0.00	\$100.87
	08/01/2025	\$69.22	\$11.49	\$22.31	\$0.00	\$103.02
	02/01/2026	\$70.57	\$11.49	\$22.31	\$0.00	\$104.37
	08/01/2026	\$72.77	\$11.49	\$22.31	\$0.00	\$106.57
	02/01/2027	\$74.17	\$11.49	\$22.31	\$0.00	\$107.97

Apprentice - TERRAZZO MECH - Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.19	\$11.49	\$22.31	\$0.00	\$63.99
2	60	\$36.22	\$11.49	\$22.31	\$0.00	\$70.02
3	70	\$42.26	\$11.49	\$22.31	\$0.00	\$76.06
4	80	\$48.30	\$11.49	\$22.31	\$0.00	\$82.10
5	90	\$54.33	\$11.49	\$22.31	\$0.00	\$88.13

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.21	\$11.49	\$22.31	\$0.00	\$65.01
2	60	\$37.45	\$11.49	\$22.31	\$0.00	\$71.25
3	70	\$43.69	\$11.49	\$22.31	\$0.00	\$77.49
4	80	\$49.94	\$11.49	\$22.31	\$0.00	\$83.74
5	90	\$56.18	\$11.49	\$22.31	\$0.00	\$89.98

Notes:

Apprentice to Journeyworker Ratio:1:5

TEST BORING DRILLER	12/01/2022	\$46.58	\$9.35	\$17.97	\$0.00	\$73.90
LABORERS - FOUNDATION AND MARINE	06/01/2023	\$47.58	\$9.35	\$17.97	\$0.00	\$74.90
	12/01/2023	\$48.83	\$9.35	\$17.97	\$0.00	\$76.15
	06/01/2024	\$50.31	\$9.35	\$17.97	\$0.00	\$77.63
	12/01/2024	\$51.78	\$9.35	\$17.97	\$0.00	\$79.10
	06/01/2025	\$53.28	\$9.35	\$17.97	\$0.00	\$80.60
	12/01/2025	\$54.78	\$9.35	\$17.97	\$0.00	\$82.10
	06/01/2026	\$56.33	\$9.35	\$17.97	\$0.00	\$83.65
	12/01/2026	\$57.83	\$9.35	\$17.97	\$0.00	\$85.15

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	12/01/2022	\$42.70	\$9.35	\$17.97	\$0.00	\$70.02
LABORERS - FOUNDATION AND MARINE	06/01/2023	\$43.70	\$9.35	\$17.97	\$0.00	\$71.02
	12/01/2023	\$44.95	\$9.35	\$17.97	\$0.00	\$72.27
	06/01/2024	\$46.43	\$9.35	\$17.97	\$0.00	\$73.75
	12/01/2024	\$47.90	\$9.35	\$17.97	\$0.00	\$75.22
	06/01/2025	\$49.40	\$9.35	\$17.97	\$0.00	\$76.72
	12/01/2025	\$50.90	\$9.35	\$17.97	\$0.00	\$78.22
	06/01/2026	\$52.45	\$9.35	\$17.97	\$0.00	\$79.77
	12/01/2026	\$53.95	\$9.35	\$17.97	\$0.00	\$81.27

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2022	\$42.58	\$9.35	\$17.97	\$0.00	\$69.90
	06/01/2023	\$43.58	\$9.35	\$17.97	\$0.00	\$70.90
	12/01/2023	\$44.83	\$9.35	\$17.97	\$0.00	\$72.15
	06/01/2024	\$46.31	\$9.35	\$17.97	\$0.00	\$73.63
	12/01/2024	\$47.78	\$9.35	\$17.97	\$0.00	\$75.10
	06/01/2025	\$49.28	\$9.35	\$17.97	\$0.00	\$76.60
	12/01/2025	\$50.78	\$9.35	\$17.97	\$0.00	\$78.10
	06/01/2026	\$52.33	\$9.35	\$17.97	\$0.00	\$79.65
	12/01/2026	\$53.83	\$9.35	\$17.97	\$0.00	\$81.15
For apprentice rates see "Apprentice- LABORER"						
TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.07	\$13.38	\$15.00	\$0.00	\$65.45
	06/01/2023	\$38.02	\$13.38	\$15.00	\$0.00	\$66.40
	12/01/2023	\$38.97	\$13.38	\$15.00	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2022	\$54.81	\$9.35	\$18.42	\$0.00	\$82.58
	06/01/2023	\$55.81	\$9.35	\$18.42	\$0.00	\$83.58
	12/01/2023	\$57.06	\$9.35	\$18.42	\$0.00	\$84.83
	06/01/2024	\$58.54	\$9.35	\$18.42	\$0.00	\$86.31
	12/01/2024	\$60.01	\$9.35	\$18.42	\$0.00	\$87.78
	06/01/2025	\$61.51	\$9.35	\$18.42	\$0.00	\$89.28
	12/01/2025	\$63.01	\$9.35	\$18.42	\$0.00	\$90.78
	06/01/2026	\$64.56	\$9.35	\$18.42	\$0.00	\$92.33
	12/01/2026	\$66.06	\$9.35	\$18.42	\$0.00	\$93.83
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2022	\$56.81	\$9.35	\$18.42	\$0.00	\$84.58
	06/01/2023	\$57.81	\$9.35	\$18.42	\$0.00	\$85.58
	12/01/2023	\$59.06	\$9.35	\$18.42	\$0.00	\$86.83
	06/01/2024	\$60.54	\$9.35	\$18.42	\$0.00	\$88.31
	12/01/2024	\$62.01	\$9.35	\$18.42	\$0.00	\$89.78
	06/01/2025	\$63.51	\$9.35	\$18.42	\$0.00	\$91.28
	12/01/2025	\$65.01	\$9.35	\$18.42	\$0.00	\$92.78
	06/01/2026	\$66.56	\$9.35	\$18.42	\$0.00	\$94.33
	12/01/2026	\$68.06	\$9.35	\$18.42	\$0.00	\$95.83
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2022	\$46.88	\$9.35	\$18.42	\$0.00	\$74.65
	06/01/2023	\$47.88	\$9.35	\$18.42	\$0.00	\$75.65
	12/01/2023	\$49.13	\$9.35	\$18.42	\$0.00	\$76.90
	06/01/2024	\$50.61	\$9.35	\$18.42	\$0.00	\$78.38
	12/01/2024	\$52.08	\$9.35	\$18.42	\$0.00	\$79.85
	06/01/2025	\$53.58	\$9.35	\$18.42	\$0.00	\$81.35
	12/01/2025	\$55.08	\$9.35	\$18.42	\$0.00	\$82.85
	06/01/2026	\$56.63	\$9.35	\$18.42	\$0.00	\$84.40
	12/01/2026	\$58.13	\$9.35	\$18.42	\$0.00	\$85.90
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2022	\$48.88	\$9.35	\$18.42	\$0.00	\$76.65
	06/01/2023	\$49.88	\$9.35	\$18.42	\$0.00	\$77.65
	12/01/2023	\$51.13	\$9.35	\$18.42	\$0.00	\$78.90
	06/01/2024	\$52.61	\$9.35	\$18.42	\$0.00	\$80.38
	12/01/2024	\$54.08	\$9.35	\$18.42	\$0.00	\$81.85
	06/01/2025	\$55.58	\$9.35	\$18.42	\$0.00	\$83.35
	12/01/2025	\$57.08	\$9.35	\$18.42	\$0.00	\$84.85
	06/01/2026	\$58.63	\$9.35	\$18.42	\$0.00	\$86.40
	12/01/2026	\$60.13	\$9.35	\$18.42	\$0.00	\$87.90
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2022	\$31.65	\$9.35	\$14.94	\$0.00	\$55.94
	06/01/2023	\$32.47	\$9.35	\$14.94	\$0.00	\$56.76
	12/01/2023	\$33.28	\$9.35	\$14.94	\$0.00	\$57.57
	06/01/2024	\$34.47	\$9.35	\$14.94	\$0.00	\$58.76
	12/01/2024	\$35.65	\$9.35	\$14.94	\$0.00	\$59.94
	06/01/2025	\$36.89	\$9.35	\$14.94	\$0.00	\$61.18
	12/01/2025	\$38.12	\$9.35	\$14.94	\$0.00	\$62.41
	06/01/2026	\$40.16	\$9.35	\$14.94	\$0.00	\$64.45
	12/01/2026	\$41.45	\$9.35	\$14.94	\$0.00	\$65.74
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION</i>	09/17/2022	\$45.71	\$9.55	\$17.10	\$0.00	\$72.36
	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

"General Decision Number: MA20230016 01/27/2023

Superseded General Decision Number: MA20220016

State: Massachusetts

Construction Type: Highway

County: Berkshire County in Massachusetts.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/27/2023

ENGI0004-019 06/01/2021

Rates	Fringes
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POWER EQUIPMENT OPERATOR

Group 1.....\$ 48.73	29.25+A
IFB 2023-2068 CHESHIRE - Roadway Resurfacing	

GROUP 1.....	\$ 51.38	30.10
Group 2.....	\$ 48.23	29.25+A
GROUP 2.....	\$ 50.83	30.10

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,
Labor Day, Memorial Day, Independence Day, Patriot's Day,
Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Broom/Sweeper; Crane; Gradall; Post Driver
(Guardrail/Fences)
Group 2: Bulldozer; Grader/Blade

ENGI0098-010 12/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 33.68	23.96+A
Group 2.....	\$ 33.37	23.96+A
Group 4.....	\$ 32.54	23.96+A

Footnote:

A. Paid Holidays: New year's Day, Washington's Birthday,
Memorial Day, Independence Day, Labor Day, Columbus Day,
Veterans Day, Thanksgiving Day and Christmas Day

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Backhoe/Excavator/Trackhoe; Bobcat/Skid Steer/Skid
Loader; Loader
Group 2: Milling Machine; Paver (Asphalt, Aggregate, and
Concrete)
Group 4: Roller

* IRON0007-027 09/16/2022

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 38.06	31.66

LAB00473-007 12/01/2021

	Rates	Fringes
LABORER (Common or General).....	\$ 30.37	24.49
TRAFFIC CONTROL (Flagger).....	\$ 24.50	24.49

LAB00596-005 12/01/2021

	Rates	Fringes
LABORER (Form Work Only).....	\$ 32.50	23.96

PAIN0035-023 07/01/2019

	Rates	Fringes
PAINTER (Steel).....	\$ 50.66	30.90

SUMA2014-006 01/11/2017

	Rates	Fringes
CARPENTER.....	\$ 44.11	21.41
CEMENT MASON/CONCRETE FINISHER...	\$ 52.13	20.89

ELECTRICIAN.....	\$ 47.13	13.41
IRONWORKER, REINFORCING.....	\$ 46.21	21.27
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 33.10	18.09
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 44.43	14.18
LABORER: Landscape.....	\$ 36.62	16.00
OPERATOR: Forklift.....	\$ 51.63	0.00
OPERATOR: Mechanic.....	\$ 48.14	17.02
OPERATOR: Piledriver.....	\$ 43.87	18.04
PAINTER: Spray (Linestriping)....	\$ 38.30	17.43
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 43.73	15.06
TRUCK DRIVER: Concrete Truck....	\$ 33.69	15.79
TRUCK DRIVER: Dump Truck.....	\$ 38.94	12.00
TRUCK DRIVER: Flatbed Truck.....	\$ 48.53	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"